

**EDGEWATER EAST
COMMUNITY DEVELOPMENT
DISTRICT**

March 6, 2025

**BOARD OF SUPERVISORS
PUBLIC HEARING
AND REGULAR
MEETING AGENDA**

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Edgewater East Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

February 27, 2025

Board of Supervisors
Edgewater East Community Development District

Dear Board Members:

ATTENDEES:

Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Note: Meeting Time

The Board of Supervisors of the Edgewater East Community Development District will hold a Public Hearing and Regular Meeting on March 6, 2025 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing to Hear Public Comments and Objections to the Adoption of Rule Establishing Force Main Fee; Pursuant to Sections 190.011, 190.012, 190.035(2), and 120.54, Florida Statutes
 - A. Affidavits of Publication
 - B. Consideration of Resolution 2025-10, Adopting a Rule Setting Forth a Force Main Fee; Providing for Severability; and Providing for an Effective Date
4. Approval of Landscape and Irrigation Maintenance Services Project Manual; Approval of Evaluation Criteria; Authorization to Publish RFP
5. Discussion: FY2026 Draft Budget
6. Ratification Items
 - A. Ferguson Waterworks Change Orders
 - I. No. 2 [Cross Prairie Parkway to Cord Ave Offsite Force Main]
 - II. No. 3 [Cross Prairie Parkway to Cord Ave Offsite Force Main]
7. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of January 31, 2025
 - B. Approval of February 6, 2025 Regular Meeting Minutes

8. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Hanson, Walter & Associates, Inc.*
 - C. Field Operations: *Wrathell, Hunt and Associates, LLC*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: April 3, 2025 at 9:00 AM
 - QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	KEVIN WANAS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JUSTIN ONORATO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	KEVIN KRAMER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JODY PINO	☐ IN PERSON	☐ PHONE	☐ NO

9. Board Members' Comments/Requests

10. Public Comments

11. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714.

Sincerely,



Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 782 134 6157

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3A

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Rachel Cozart, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Jan. 23, 2025

Notice ID: ZRNk9fPVkgvbxfoE6Z0U

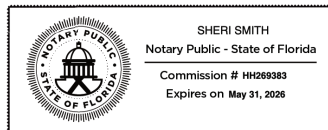
Notice Name: EDGEWATER EAST CDD*Force Main Fee

PUBLICATION FEE: \$44.66

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Rachel Cozart

Agent



VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 01/24/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

**NOTICE OF RULE DEVELOPMENT BY THE EDGEWATER
EAST COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 190 and 120, Florida Statutes, the Edgewater East Community Development District ("District") hereby gives notice of its intention to adopt a rule establishing a Force Main Fee to fund a future force main required by an agreement between the District, Toho Water Authority and others. The Force Main Fee shall not be applicable to land located in the area within the District known as ED-4. The purpose and effect of this rule is to provide for efficient and effective District operations by setting the Force Main Fee, with associated penalties for late payment. Specific legal authority for the rule includes Sections 190.011, 190.012, 190.035(2), 120.54 and 120.81, Florida Statutes. A public hearing will be conducted by the District on March 6, 2025, at 9:00 a.m., at Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741. A copy of the proposed rule may be obtained by contacting the District Manager c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010.

Ernesto Torres, District Manager
Edgewater East Community Development District
January 23, 2025

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Enrique Diaz, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Feb. 6, 2025

Notice ID: 0cecf1B12F0qq92aBBQd

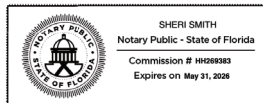
Notice Name: EDGEWATER EAST*Notice of Rulemaking

PUBLICATION FEE: \$112.57

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Enrique Diaz

Agent



VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 02/07/2025

S. Smith

Notary Public
Notarized remotely online using communication technology via Proof.

**NOTICE OF RULEMAKING FOR FORCE MAIN FEE BY
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the Edgewater East Community Development District ("District") on March 6, 2025, at 9:00 a.m., at Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741.

In accordance with Chapters 190 and 120, Florida Statutes, the District hereby gives the public notice of its intent to adopt a proposed rule establishing a Force Main Fee to fund a future force main required by an agreement between the District, Toho Water Authority and others. The public hearing will provide an opportunity for the public to address the proposed rule establishing the Force Main Fee, with associated penalties for late payment. The proposed fee is as follows:

Per Platted Residential Parcel Fee: \$300.00

Per Platted Residential Parcel Penalty if not paid within thirty (30) days of the recording of the plat establishing the lot: \$50 for the first day, and \$10 per day thereafter, plus the attorneys' fees, interest and collection costs incurred pursuing collection

The proposed rule will also establish a due date for the payment being thirty (30) days following the recording of a plat establishing the platted residential lot. The Force Main Fee shall not be applicable to land located in the area within the District known as ED-4. The proposed fee may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. The purpose and effect of Force Main Fee is to provide for efficient District operations by setting the Force Main Fee. Specific legal authority for the rule includes Sections 190.011, 190.012, 190.035(2), and 120.54, Florida Statutes. Prior Notice of Rule Development was published in the Osceola News-Gazette on January 23, 2025.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, one or more Supervisors may participate in the public hearing by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Manager at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561)571-0010, ("District Office") at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

A copy of the proposed rule may be obtained by contacting the District Office.

Ernesto Torres, District Manager
Edgewater East Community Development District

February 6, 2025

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING A RULE SETTING FORTH AN FORCE MAIN FEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Edgewater East Community Development District ("**District**") was established by Ordinance No. 2020-49 adopted by the Board of County Commissioners of Osceola County, Florida; and

WHEREAS, the District is organized and exists pursuant to the provisions of the Uniform Community Development District Act of 1980, codified as Chapter 190 of the Florida Statutes ("**Act**"); and

WHEREAS, the Board of Supervisors of the District ("**Board**") is authorized by Section 190.011(5), F.S. to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board is authorized by section 190.011(9), F.S. to charge, collect, and enforce fees and other user charges; and

WHEREAS, the Board is authorized by Section 190.011(10), F.S. to raise, by user charges or fees authorized by resolution of the board, amounts of money which are necessary for the conduct of the district activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law; and

WHEREAS, the Board is authorized by Section 190.011(12), F.S. to cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Board is authorized by Section 190.011(15), F.S. to exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Board is authorized by Section 190.011(16), F.S. to exercise such special powers as may be authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Board is authorized by Section 190.012(1)(b), F.S. to finance, fund, plan, and establish water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof; and

WHEREAS, the Board is authorized by Section 190.012(1)(g), F.S. to finance, fund, plan and establish any other project within or without the boundaries of a district when the project is the

subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located; and

WHEREAS, the Board is authorized by Section 190.012(1)(h), F.S, to finance, fund, plan and establish any project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district; and

WHEREAS, to provide for efficient and effective District operations and to fund the costs associated with a future force main ("Force Main") required by an agreement entitled FORCE MAIN CONSTRUCTION AGREEMENT KISSIMMEE PARK ROAD and dated December 18, 2024 between the District and Toho Water Authority ("Agreement"), the Board finds that it is in the best interests of the District to adopt a one-time fee, with associated penalties for late payment ("Force Main Fee"); and

WHEREAS, the Board finds that the land within the area known as ED-4 will not utilize the Force Main and therefore lands within ED-4 will not be subject to the Force Main Fee; and

WHEREAS, the funding and construction of the Force Main is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located; and

WHEREAS, the funding and construction of the Force Main is required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

WHEREAS, the Board of Supervisors previously passed and adopted Resolution 2025-09 on January 9, 2025, which included its proposed Rule for the Force Main Fee ("**Rule**"); and

WHEREAS, the District published notices regarding the Rule in accordance with Florida Law and held a public hearing on the Rule on March 6, 2025; and

WHEREAS, the Board of Supervisors finds that the adoption of the Rule, as set forth in Exhibit A, is appropriate, fair and in the best interests of the District, its constituents and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. This Resolution is adopted pursuant to Chapters 190, *Florida Statutes*.

SECTION 2. The Rule, attached hereto as **Exhibit A**, is hereby adopted. The District Manager and other District staff are hereby authorized and directed to take all actions necessary to enforce the Rule without further action by the Board.

SECTION 3. The Rule shall take effect immediately and remain in full force and effect until such time as the Board of Supervisors amends or terminates the Rule.

SECTION 4. If any provision of this Resolution is determined to be illegal or invalid by a court of competent jurisdiction, such illegal or invalid provision shall be of no force or effect; however, the remaining provisions of this Resolution shall continue in full force and effect.

SECTION 5. This Resolution shall be effective upon adoption by the Board of Supervisors of the District.

PASSED AND ADOPTED this 6th day of March 2025, by the Board of Supervisors of the Edgewater East Community Development District.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice-Chair, Board of Supervisors

Exhibit A

RULE ESTABLISHING THE FORCE MAIN FEE

The District and the Toho Water Authority entered into an agreement entitled FORCE MAIN CONSTRUCTION AGREEMENT KISSIMMEE PARK ROAD and dated December 18, 2024 ("Agreement"). The Agreement requires the District to remit to Toho the amount of \$300 per platted residential unit no later than the time that a water meter is purchased for such platted lot. Such funds are associated with a 12" force main that will be required in the future to serve the lands within the District, with the exception of land within the area known as ED-4.

To ensure the timely collection of such funds, a one-time Force Main Fee in the amount of \$300 per platted residential lot shall be due to the District. Such fee shall be due and payable by the owner of the platted lot within thirty (30) days of the recording of the plat establishing the lot. Land within ED-4 shall not be subject to the Force Main Fee.

In the event the Force Main Fee is not paid within thirty (30) days of the recording of the plat establishing the lot, the District shall assess a penalty of \$50 for the first day the payment is late plus \$10 per day thereafter.

The District Board of Supervisors shall have the authority to waive all or a portion of the penalties by motion based on a showing of good cause by the owner of the lot or its predecessor, as determined by the District Board of Supervisors in its sole discretion.

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

4

**PROJECT MANUAL
FOR
LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES**

[REDACTED] AREA

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

[REDACTED] 2025

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Commented [A1]: Adjust page numbers when finalized

**REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR:
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

**Notice of Special Meeting to Open Proposals
Osceola County, Florida**

Notice is hereby given that the **Edgewater East Community Development District** (the "District") will accept proposals from qualified firms interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual.

The Project Manual, including contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained beginning [REDACTED], 2025, at [REDACTED] m. (EST), from Ernesto Torres, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by email at torrese@whhassociates.com.

A mandatory, pre-proposal conference will be held on [REDACTED], 2025, [REDACTED] m. (EST) at the [REDACTED].

Firms desiring to provide services for this project must submit one (1) original and five (5) hard copies of the proposal forms and one (1) electronic version, by no later than [REDACTED] m. (EST), on [REDACTED], 2025, to the Edgewater East Community Development District, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attn: Ernesto Torres. Proposals shall be submitted in an opaque sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Ranking of proposals will be made on the basis of qualifications according to the Evaluation Criteria contained within the Project Manual. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest to do so. Any and all questions relative to this project shall be directed in writing only to Ernesto Torres, Edgewater East Community Development District, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by electronic mail to Ernesto Torres at torrese@whhassociates.com and carbon copy Michael Eckert at Michael.Eckert@kutakrock.com.

All proposals will be publicly opened at a meeting of the District to be held at [REDACTED] m., [REDACTED], 2025, at [REDACTED]. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by phone at (877) 276-0889.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (877) 276-0889, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Edgewater East Community Development District
Ernesto Torres, District Manager

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**Landscape and Irrigation Maintenance
Osceola County, Florida**

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals must be received no later than [redacted] day, [redacted], 2025, [redacted] : [redacted] m. (EST), at the office of the Edgewater East Community Development District, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attn: Ernesto Torres. Proposals will be publicly opened at that time.

SECTION 2. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form attached hereto. If an individual makes the proposal, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his or her authority to do so.

SECTION 3. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 4. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 5. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 6. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Ernesto Torres, Edgewater East Community Development District, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by electronic mail at torrese@whhassociates.com and carbon copy to Michael Eckert at Michael.Eckert@kutakrock.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual. Questions received less than seven (7)

days prior to the date of opening of proposals may not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 7. SUBMISSION OF PROPOSAL. Submit one (1) original and five (5) hard copies of the proposal forms and one (1) electronic version, along with other requested attachments, at the time and place indicated above, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Edgewater East Community Development District – Landscape and Irrigation Maintenance) ENCLOSED” on the face of it.

SECTION 8. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 9. PROJECT MANUAL. The Project Manual will be available beginning [REDACTED], 2025, at [REDACTED] m. (EST), from Ernesto Torres, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by email at torrese@whhassociates.com.

SECTION 10. PRE-PROPOSAL CONFERENCE. A mandatory pre-proposal conference will be held on [REDACTED], 2025, at [REDACTED] m. (EST) at [REDACTED]. Also, Proposers are encouraged to make on-site visits to the area for which services are required in order to gain an understanding of the scope of the area to be served. The Proposer is assumed to be familiar with the area and any natural features that will in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgement of Receipt of Documents and Proposal Signature Form). In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping and irrigation plans and technical specifications. The Proposer, in accordance with the Project Manual, shall provide the quantities and unit costs for landscaping materials.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, request clarifications and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 13. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or within such approved extended time as the District may grant, the Proposer shall enter into and execute the Contract in substantially the form included in the Project Manual. As part of the Contract negotiations with the District, the Proposer may be asked to provide a safety plan or its best practices policy regarding safety protocols for heavy traffic, school zones, and others.

SECTION 14. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff, agents and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 15. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

SECTION 16. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 17. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to providing the services as described in the Detailed Specifications provided herein.
- B. Completed price proposal (form attached).
- C. List position or title and corporate responsibilities of key management or supervisory personnel. For each person listed include a resume, list years of experience in current position, and list years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.
- E. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A copy of its insurance certificate indicating the types of coverage and limits for general and automobile liability insurance, and worker's compensation insurance, including employer liability.

G. Completed copies of all other forms included within the Project Manual.

SECTION 18. PROTESTS. Any protest regarding the Project Manual, including but not limited to, the evaluation criteria and process, specifications or other requirements contained in the Project Manual, must be filed in writing at the District Manager's Office, within 72 calendar hours (excluding Saturdays, Sundays and state holidays) after the first advertisement of the Request for Proposals, together with a protest bond in a form acceptable to the District and in the amount of \$25,000.00. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

Any protest regarding the District's ranking of proposals or its intended award of the contract, must be filed in writing at the District Manager's Office, within 72 calendar hours (excluding Saturdays, Sundays and state holidays) after distribution of notice of the District's ranking of proposals or its intended award of the contract, together with a protest bond in a form acceptable to the District and in the amount of \$50,000.00. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the District's ranking of proposals or its intended award of the contract.

All protest bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief. In the event a protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT AND THE DISTRICT'S PROJECT, THE PROPOSER AGREES THAT THE DISTRICT MAY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

SECTION 19. EVALUATION OF PROPOSALS. The proposals shall be ranked based on District's evaluation of the responsive and responsible Proposer that is most advantageous to the District. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within this Project Manual.

SECTION 20. RESPONSIBLE VENDOR DETERMINATION. Proposer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of

or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

SECTION 21. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Proposals will be publicly opened as stated above. Additionally, it is likely that the Proposals are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a response to a proposal for a public works project may be exempt from disclosure. See s. 119.071(c), Fla. Stat. In the event that the Proposer believes that any particular portion of the Proposer's Proposal is exempt from disclosure, the Proposer shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Proposer. In the event that the District reasonably and in good faith believes that the Proposer's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer's information, the District may require the Proposer to indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

SECTION 22. MANDATORY AND PERMISSIVE REQUIREMENTS. The only mandatory requirements contained within the Project Manual are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, and (ii) be authorized to do business in Osceola County and the State of Florida. All of the requirements or provisions set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR PROPOSAL
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel (20 points)

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. Experience (20 points)

(E.g., past record and experience of the respondent in similar projects; volume of work, area of coverage, previously awarded to the firm; past performance for other Community Development Districts in other contracts; character, integrity, and reputation of respondent, etc.)

3. Understanding of Scope of Work (10 points)

Does the proposal demonstrate an understanding of the District's needs for the services requested?

4. Price (50 total points)

Points available for price will be allocated as follows:

40 points will be awarded to the Proposer submitting the lowest total bid for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that Proposer's bid and the low bid.

10 points are allocated for the reasonableness of unit prices and quantities.

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape and irrigation maintenance services has been submitted on this ____ day of _____, 2025, by _____ [company] whose business address is _____, telephone number is _____, fax number is _____, and electronic mail address is _____.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that Edgewater East Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

Name of Organization

By: _____

This ____ day of _____, 2025

By: _____
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: _____

State of _____)

County of _____)

The foregoing instrument was acknowledged before me ____ by means of physical presence or ____ online notarization this ____ day of _____, 2025, by _____, of the _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

PRICE PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR THE
EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:
EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
Attn: Ernesto Torres
Wrathell, Hunt & Associates, LLC
2300 Glades Road, 410W
Boca Raton, Florida 33431

on or before : m. EST, , 2025

TO: Edgewater East Community Development District

FROM: _____
(Contractor)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance Services for Edgewater East Community Development District, the undersigned proposes to conduct all Work necessary to provide complete Maintenance Operations as described in the Detailed Specifications and Maintenance Map.

All Proposals shall be in accordance with the project manual.

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Proposer Name: _____

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum:	Monthly	Annual Total
Year 1	_____	_____
Year 2	_____	_____

The fee amount shall be based on the following schedule of values and other reasonable costs.

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative.

Fee(s) for additional service(s) shall be an amount agreed upon by the District Representative and the Contractor.

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT**

**CONTRACTOR'S QUALIFICATION STATEMENT
Landscape and Irrigation Maintenance Services**

Contractor

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EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT CONTRACTOR QUALIFICATION STATEMENT

DATE SUBMITTED: _____, 2025

- Proposer: _____ /_/_ A Partnership
 [Company Name] /_/_ A Corporation
 /_/_ A Subsidiary Corporation
- Parent Company Name _____
- Parent Company Address:

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____
- Proposer Company Address (if different):

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____
- List the location of the office from which the proposer would perform work for the Edgewater East Community Development District:

Street Address _____

City_____State_____

Zip Code_____

Telephone_____Fax No._____

1st Contract Name_____ Title_____

2nd Contact Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? yes () no ()

6.1 If yes, provide the following:

o Is the Company in good standing with the Florida Department of State, Division of Corporations? yes () no ()

If no, please explain _____

o Date incorporated _____ FEI/EIN No. _____

6.2 If no, provide the following:

o The State with whom the Proposer company is incorporated? _____

o Is the company in good standing with the State? yes () no ()

In no, please explain _____

o Date incorporated _____ FEI/EIN No. _____

o Is the Proposer company authorized to do business in the State of Florida? yes () no ()

7. Is the Proposer company a registered or licensed contractor with the State of Florida? yes () no ()

7.1 If yes, provide the following:

o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) _____

o License No. _____ Expiration Date _____

o Qualifying individual _____ Title _____

o List company(s) currently qualified under this license _____

7.2 Is the Proposer company a registered or licensed Contractor with Osceola County?
yes () no ()

7.3 Has the Proposer company performed work for a community development district previously? yes () no ()

7.4 Does the Proposer have current plans to change its corporate structure or anticipate a change in ownership in the next three (3) months? yes () no ()

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2024)_____, (2023)_____, (2022)_____.

9. What are the Proposer's current insurance limits?

General Liability \$ _____
Automobile Liability \$ _____
Workers Compensation \$ _____
Expiration Date _____

10. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no ()

If yes, please describe each violation, fine, and resolution _____

11. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes _____ No _____ If so, state the name(s) of the company(ies) _____

_____ the state(s) where barred or suspended _____
state the period(s) of debarment or suspension _____

12. What is the landscape maintenance experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF LANDSCAPE MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

13. Has the Proposer ever failed to complete any work awarded to it or for which it was under contract to perform? Yes _____ No _____ If so, where and why? _____

14. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a landscape maintenance contract?
Yes _____ No _____ If so, state name of individual, other organization and reason therefore. _____

15. List the case caption, case number, and court for any and all litigation to which the Proposer has been a party in the last five (5) years. If none, please indicate by writing "none." _____

16. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? _____ If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

17. Within the past five (5) years, has the Proposer failed to complete a project within the scheduled contract time? _____ If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof. _____

18. Please state whether or not the Proposer has completed background checks on all of its employees who will or may be providing services at the Edgewater East Community Development District? Yes _____ No _____ If no, please state the date by which the Proposer will assure to the District the completion of such background check.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Edgewater East Community Development District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Edgewater East Community Development District should qualify the Proposer for proposing on its landscape and irrigation maintenance project, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation

Name of Proposer

By: _____

[Type Name and Title of Person Signing]

This ____ day of _____, 2025.

(Corporate Seal)

STATE OF _____)
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 2025, by _____
_____ of the _____.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

CORPORATE OFFICERS

Company Name_____

Date

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL

Company Name_____

Date_____

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations?
(Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary)

Company Name_____

Date_____

QUANTITY	DESCRIPTION	CAPACITY	NO. LOCATED IN	
			FLORIDA	OTHER

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name_____

Date_____

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

				Proposer's Uncompleted Amount as of this Date		Completion Date		
Owner, Location and Description of Project	Current Contract Amount as Prime	Current Contract Amount as Subcontractor	Current Amount Sublet to Others	As Prime Contractor	As Subcontractor	Original Contract Date	Approved Revised Date	Current Estimate Date
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand				\$				

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name _____

Date _____

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/ Completed	Owner Name/Location ²	Name & Phone Number of Owner's Representative on this Project ³

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to and subscribed before me this _____ day of _____, 2025, by _____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to and subscribed before me this _____ day of _____, 2025, by _____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____
of the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejection of Proposer's proposal.

(CORPORATE SEAL)

(Officer must also sign here)

Sworn to and subscribed before me this _____ day of _____, 2025, by _____
_____ of the _____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

I. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer:

I am authorized to make this affidavit on behalf of my firm and its owner, directors, and officers.
I state that:

Integrity of Public Contracting and Purchasing

1. I have read and am familiar with the following Sections of the Florida Statutes ("Public Integrity Laws"):
 - a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*;
 - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*; and
 - f. Section 787.06, *Florida Statutes*, titled *Human Trafficking*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Phase 1B Lighting Improvements Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

_____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by

attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract. By executing this Affidavit, Proposer agrees that any renewal or extension of the awarded contract shall be deemed a recertification of the statements contained herein.

E-Verify

1. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
2. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
3. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
4. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
5. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
6. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion

with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Cabot Citrus Farms Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

Signature of Authorized Signatory of Proposer

Sworn before me on _____, 2025

Notary Public Signature

Notary Stamp

FORM OF AGREEMENT

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
BY AND BETWEEN EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
AND _____**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between:

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Osceola County, Florida, whose address is 2300 Glades Road, 410W, Boca Raton, Florida 33431 (the “District”), and

_____, whose address is _____
(the “Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by rule of the Florida Land and Water Adjudicatory Commission for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, and other infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a Price Proposal Form, attached hereto as **Exhibit A** and incorporated herein by reference (the “Price Quotation”), and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

- A.** The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the District with the specific services as set forth in this Agreement and attached Exhibits.

- B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C.** The Contractor shall provide the specific professional services as shown in Section 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit B** in the designated areas as shown in the maintenance map attached hereto as **Exhibit C**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Attached Exhibits are intended to clarify the Price Quotation and Scope of Services to be provided herein; to the extent that any other provisions of the Exhibits conflict with the provisions of this Agreement, this Agreement shall control.

4. MANNER OF CONTRACTOR'S PERFORMANCE. Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, Field Operations Manager, and the General Manager to act as its representatives.

(2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. 7

D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services within one (1) week of any such Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays. Contractor shall coordinate with the District representatives to timely complete all such services.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. Contractor further understands and acknowledges that there are school children who may be traversing to and from school during regular school hours. Contractor shall use all due care to protect the safety school children who may be traversing to and from school, while Contractor is still on-site and performing the services herein, by being cognizant of their presence and prioritizing their safety.

5. COMPENSATION; TERM.

A. As compensation for services described in this Agreement, the District agrees to pay Contractor the following amounts:

i. twelve (12) monthly payments of _____ Dollars and _____ Cents (\$_____) for a total of _____ Dollars (\$_____) for Fiscal Year 2025-2026;

ii. twelve (12) monthly payments of _____ Dollars and _____ Cents (\$_____) for an annual total of _____ Dollars (\$_____) for Fiscal Year 2026-2027; and

B. Work shall commence on October 1, 2025, and end September 30, 2027, unless terminated earlier in accordance with Section 14 below.

C. If the District should desire additional work or services, or to add additional lands to be maintained, or Contractor has recommended repairs or additional work not within the scope of this Agreement, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall not provide such additional services until such agreement is evidenced in writing. Fees for any additional services shall be calculated based on the attached Price Quotation, or, if not identified, as negotiated between the District and the Contractor and agreed upon in writing.

D. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further

require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District or otherwise in accordance with Florida Prompt Payment Act. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, agents and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance

carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest accrued, all as incurred.

8. BACKGROUND CHECKS. The Contractor shall conduct background checks on any and all of its employees who will or may be providing landscape and irrigation maintenance services at the District. Contractor shall provide proof of same, if requested by the District.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5)

days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or

licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Edgewater East Community Development District
2300 Glades Road, 410W
Boca Raton, Florida 33431

Attn: Ernesto Torres

with a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Michael C. Eckert

B. If to the Contractor:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

25. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The exclusive venue for any action arising hereunder shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Ernesto Torres** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public

records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877)276-0889, TORRESE@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, 410W, BOCA RATON, FLORIDA 33431.

27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

32. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[Signatures on next page]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

By: _____
Print Name: _____

By: _____
Its: _____

Exhibit A: Price Quotation
Exhibit B: Scope of Services
Exhibit C: Maintenance Map

**LANDSCAPE & IRRIGATION MAINTENANCE SPECIFICATIONS
FOR
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT (CDD)
OSCEOLA, FL**

1. General Requirements:

- a) The Contractor will be responsible to provide all labor, equipment, and materials required to provide professional landscape maintenance and irrigation services for the Edgewater East CDD as specified herein. Failure to meet these specifications could result in necessary actions to remediate the districts concerns such as management level partnering meetings by both parties, retainage of pay until deficiencies are addressed or early termination of the contract. Edgewater East is a premier housing community in Osceola County and the CDD expects the best professional services to maintain the districts property.
- b) On-Site Contractor Supervisor/Foreman Qualifications Requirement: After award of this contract, the Contractor's proposed on-site supervisor must be interviewed and approved by the district or its staff. This supervisor must have a detailed resume indicating experience working in a high demand/large scale community such as Edgewater East with a proven track record. A resume of the Contractor's selected supervisor will be submitted to the district upon award of the contract for approval.
- c) All on-site staff are required to wear company shirts w/logos to identify they are contracted by the CDD to work on district property. All vehicles on the property must have company logos or magnets to properly identify the Contractor's company while on district property.
- d) The Contractor shall provide the name and number of an emergency point of contact that will be available as needed on a 24 hour/7 day per week (including holidays) if required due to a hazardous on-site condition. If a hazardous condition is identified, the emergency contact will be required to arrive on-site within 4 hours of the notification to address the emergency and report to the Amenity General Manager or designee. All emergency responses (w/date/time) shall be documented (via email) to the Amenity General Manager or designee within 48 hours after the on-site issue is resolved.
- e) The Contractors equipment shall be kept in good working order. Blades shall be sharpened before mowing and decks shall be level to ensure clean and even cut. Rotary mowers are permitted on all portions of CDD property except when appropriate to use a mulching deck mower for safety and nutrient replenishment.
- f) The Contractors trucks shall avoid blocking residential driveways and be clearly marked with lights and/or safety cones when parking in high traffic areas or near school zones.

2. Reporting Requirements:

- a) Daily Pre-Visit Reporting: The Contractors assigned foreman or supervisor will be responsible for providing written notice (via text and/or email) to the District's Field Operations Manager ("Field Manager") prior to the beginning of each visit (within 8 hours prior to arrival). This notice shall include the date and time, provide the anticipated work areas for each visit, # of staff on-site and estimated completion time.
- b) Daily Post-Visit Reporting: Once each visit is complete the Contractor's assigned foreman or supervisor will be responsible for providing written notice (via text and/or email) to the Field Manager (within 8 hours after departure). This notice shall include the date and time of the report, provide a brief writeup of all work completed during the visit and provide any issues noted by the crew during the visit. Examples of issues could include damage to district property (i.e., fences, signs, etc.) and could provide ideas for improving or enhancing the districts property (i.e., additional trees, plants, etc.).
- c) Monthly Reporting: On a monthly basis, the Contractor's management team will be required to hold an on-site safety/quality assurance meeting with the Field Manager. This meeting will also include the

Contractor's on-site staff that routinely work on the district property. During this meeting the Field Manager and the Contractor's management team will discuss the quality of the landscape/irrigation, safety, lessons learned, upcoming chances of severe weather, district concerns, etc. This meeting shall be documented by the Contractor with detailed meeting minutes and provided to the Field Manager within 5 business days after completing each meeting.

- d) Monthly Property Inspection: Once per month a senior representative from the Contractor shall accompany the Field Manager or designee for a windshield inspection of the property. The schedule for these inspections will be agreed to by both parties via email and text. Upon completion of the inspection the Contractor is required to provide a writeup of the inspection and provide details of any deficiencies noted with a timeline to remedy all repairs or issues with 72 hours.
- e) Irrigation Reporting: Once each weekly inspection of the irrigation system is complete as defined in Section 14, the Contractor must provide a detailed report of any issues noted and a list of all repairs made during the inspection. This report outlining all zone inspections shall be provided via email to the Field Manager or designee upon completion for review. **The Contractor is always encouraged to provide a list of recommendations to the district for improving the irrigation system to conserve water for consideration.**
- f) Attendance Requirements for CDD Board Meetings: Upon request of the District, the Contractor shall attend any regularly scheduled board meeting. During this meeting the Contractor will be required to provide a detailed presentation to address any issues as directed by the Field Manager or designee or to provide a general status update of the properties condition. This report will be presented before the board and residents.
- g) Quarterly Newsletter Article: If requested by the District, on 1 April (start of growing season) and 1 November (start of dormant season) of each year, the Contractor will be responsible for providing an article to be published in our monthly newsletter to residents. This article shall include an update to residents of what to expect in the coming months regarding lawn coloring/discoloring based on seasons, status of pruning, tree trimming, status of major repairs completed, status of annual plantings and any helpful lawncare tips for residents to consider. This article is to promote your company and to assist the residents with information about the landscape contract activities. Once each article is completed/edited, the Contractor shall send via email to the Field Manager or designee.

3. Schedule of Service:

- a) The Contractor is expected to have an on-site presence (to include a full-time landscape maintenance crew) year-round during the growing and dormant seasons to perform tasks as per these specifications. All work efforts must be completed by end of day Friday for each week unless an exception is granted by the Field Manager on an as needed basis or for inclement weather. This request must be provided by the on-site supervisor to the Field Manager via text or email.
 - Full Time Crew is defined as crew supervisor, ...
 - Dormant Season is defined as November 1 thru March 31
 - Growing Season is defined as April 1 thru October 31

Commented [A2]: To be filled in by Field Manager

4. Mowing Specifications:

The Contractor is responsible to complete mowing operations during both dormant and growing seasons.

- a) Education: The Contractor shall educate employees on proper mowing techniques for the varying types of grasses throughout the district's property. Employees operating mowing equipment shall utilize various mowing patterns to provide even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance. No grass clippings should be visible on top of turf following any mowing and if present, the situation must be remedied before leaving area or end of same business day.

b) Mowing Heights: The Contractor shall ensure proper lawn heights are maintained as shown below:

- All Bahia turf on-site shall be maintained at a height of 2.5" - 4.0" inches
- All Bermuda turf on-site shall be maintained at a height of .5" – 2.5" inches.

Note: Bermuda grass can be damaged by improper deck heights and turn radius of equipment. The Contractor is responsible to educate staff on these requirements.

- All St. Augustine turf on-site shall be maintained at a height of 4.0" -5.0" inches.

5. **Landscape/Maintenance Areas:**

Area	Description	Types of Grass	Growing Season	Dormant Season	Notes
1	Right of Way	Bermuda, St. Augustine	Weekly	Once Per Month	
2	Parks	Bermuda, St. Augustine, Bahia, Ornamental	Biweekly	Once Per Month	Includes all common areas, pond banks
3		Bermuda, St. Augustine, Bahia, Ornamental	Weekly	Once Per Month	Includes amenity center entrance/exit, palm circle in roundabout at entrance
4	County Road	St. Augustine	Weekly	Once Per Month	
5	Right of Way	St. Augustine	Weekly	Once Per Month	Includes common areas and parks
6		St. Augustine	Bi-Weekly	Once Per Month	Includes common areas, pond banks
7		St. Augustine, Bahia	Bi-Weekly	Once Per Month	Includes amenity center entrance/exit
8		St. Augustine	Weekly	Once Per Month	

Commented [A3]: To be revised by Field Manager as appropriate for this project

6. **Edging/Weed Eating:**

- a) Edging Requirements: The Contractor will neatly edge and trim around all plant beds, curbs, streets, trees, buildings to maintain shape and configuration. Edging equipment will include manufacturer's guards to deflect hazardous debris. All grass runners will be removed after edging to keep mulch areas and walkways free of weeds and encroaching grass. "Hard" and "Soft" edging and string-trimming shall be performed in conjunction with turf mowing.
- b) The Contractor shall notify the district of any areas considered inaccessible to mowing machinery and once approved, these areas will be maintained with string trimmers or chemical means, as environmental conditions permit.
- c) Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- d) The Contractor is required to avoid potential safety issues with pedestrians, bikers, runners, and school children during edging/weed eating operations. **All passing pedestrians must be given the right of way along sidewalks during operations.**

7. **Blowing:**

- a) Sidewalks, curbs, and pavement will be blown or vacuumed clean of turf and like debris, by forced air machinery, immediately after every mowing and before leaving that area/zone.

- b) The Contractor is required to avoid potential safety issues with pedestrians, bikers, runners, and school children during edging/weed eating operations. **All passing pedestrians must be given the right of way along sidewalks during operations.**

8. Storm Drain Cleanup:

- a) Storm Drain Openings, Inspection/Clean-up - Storm drain openings, grates and ADS drains will be visually inspected concurrent with each mowing. These areas shall be cleaned and swept free of debris as needed.
- b) Once per month, sand and debris will be removed with shovels to allow water to flow freely into drains and prevent flooding during major storm events.

9. Shrubs & Cord Grass Maintenance:

- a) Shrubs and other groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections. Foundation shrubs planted at the base of any building or signage/hardscape element in the landscape shall be maintained to a height not less than 6" below any signage or directional graphic or lettering associated with building identification systems.
- b) Foundation shrubs planted at the base of any building or signage/hardscape element should be trimmed to compliment any architectural banding and/or detailing so as not to block any such detail from view.
- c) Pruning of plants which overhang curbs shall be addressed monthly.
- d) Pruning of bushes shall include maintaining the current shape and does not include changing the shape of the plant as in a cut back.
- e) Mass planted shrubs shall not be pruned individually.
- f) Tops of shrub masses shall be pruned to a consistent height, but sides of shrubs shall be allowed to grow together into a full solid mass. All shrubs shall be pruned in such a way as to provide a clean, neat appearance.
- g) Any weeds within shrubs or plants must be removed during trimming operations.
- h) All cord grass along edge of roads shall be pruned and blown off curbs, sidewalks, and turf monthly throughout the community.

10. Tree Trimming, Pruning, Staking:

- a) All trees including oaks, tree Ligustrum's, patio trees, and pines adjacent to walkways and along the edge of mowed areas shall be pruned every 6 months to maintain their health and enhance their natural appearance and prevent obstruction with travel lanes, when necessary, as follows:
 - Areas overhanging sidewalks shall be clear of vegetation or obstruction to a height of 12 feet.
 - Areas overhanging roadways shall be clear of vegetation or obstruction to a height of 14.5 feet.
 - Areas within a median shall be clear of vegetation or obstruction to a height of 8 feet.
- b) The Contractor must ensure all overhangs comply with Osceola County codes and regulations.
- c) The Contractors pruning operations shall include removal of dead wood and up-limbing of multi-stem trees wherever irrigation is blocked. Pruning methods shall be consistent with accepted horticultural practices.
- d) Sucker growth /Oak shoots will be pruned as needed or directed. Cutting the central leader and/or topping trees shall not be done.

- e) The Contractor is responsible to stake and re-stake as needed or directed for all youth trees along roadways and mowing areas as necessary and guy wires tightened when required. The Contractor shall remove stakes and guy wires when roots are well established.
- f) The Contractor shall treat or remove high density moss from any vegetation throughout the property, especially Oak trees along roadways.

11. Litter and Debris Removal:

- a) Prior to each daily mowing operation, the Contractor is responsible for pick up all trash to include bottles, cans, bags, fallen limbs and palm fronds, dead plants, and other debris on the property areas (i.e., grass areas, monument beds, pond banks, roundabouts, near or adjacent to amenity centers, medians, etc.) including signs (i.e., for sale, etc.) displayed in rights-of-way and common areas unless otherwise directed by the Field Manager or designee or staff.
- b) Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of Contractor, at no additional expense to the district.
- c) Natural Areas defined as visible areas (within 5' of existing bed lines) of natural vegetation, also as designated on the site map, shall be kept free of dead branches or unsightly weeds and vines that detract from the appearance of the landscape. Particular attention will be given to invasive grape vines through manual and/or chemical means. These areas should be inspected and maintained during each mowing schedule.

12. Weed Control / Weeding of Beds:

- a) During each daily visit, the Contractor is responsible for removing all visible weeds from medians, all monument beds, adjacent to sidewalks and roadways and growing within shrubs/plants/cordgrass
- b) Daily weeding is also required at both amenity centers to include pool decks, tree rings, between pool pavers, flower beds, within shrubs/plants/cord grass, along entry/exit walkways at the centers, along fence lines, etc. The amenity centers are the focal point of the community and as such, special attention and detail shall be considered for this item.
- c) Post and pre-emergent herbicide may be applied to areas, when necessary, to include but not limited to all tree rings. Weeds in medians shall be hand pulled or sprayed with herbicide.

Note: The appearance of our community is vital to our residents. The Contractor's staff must be trained to remove weeds from ALL areas mentioned above to avoid resident complaints. Weeds within shrubs, along pool decks or walkways are noticeable and failure to complete this specification will result in management meetings between both parties and noted deficiencies.

13. Annuals:

- a) The Contractor is required to place healthy and vibrant annual flowers in all beds shown on the detailed plans and as described below. The suggested annuals for each planting must be reviewed and approved by the Amenity General Manager or designee.
- b) A rotation of three different annuals is required during each year.
- c) Prior to planting of annuals, all beds are to be rototilled to a depth of 8-10 inches.
- d) Annual flower beds will be serviced weekly during the growing season and bi-weekly during the dormant season to remove flowers that are fading or dead to prolong blooming time and to improve the general appearance of the plant.

- e) Annual soil mix will be replenished once per year at a rate of 1 cubic yard soil mix for every 275 square feet of bed area. All annuals will be fertilized at time of installation using a balanced controlled release fertilizer at the label rate. As weather and conditions dictate this will be supplemented with a soluble liquid fertilizer to enhance flowering and plant vigor.
- f) Annuals are required at the following locations:

▪	(Annual Zone 1)	
▪	(Annual Zone 2)	
▪	(Annual Zone 3)	
▪	(Annual Zone 4)	
▪	(Annual Zone 5)	
▪	(Annual Zone 6)	
▪	(Annual Zone 7)	
▪	(Annual Zone 8)	

Commented [A4]: Field Manager to specify and describe locations.

14. Irrigation Inspection:

- a) The Contractor is required to have a designated highly trained irrigation team during the duration of this contract. The irrigation team qualifications must be submitted to the Field Manager or designee for approval.
- b) Within 10 days after award of this contract, the Contractor must submit a detailed plan on how/when the different areas of irrigation will be inspected on a weekly basis. This plan must be reviewed and approved by the Field Manager or designee.
- c) The Contractor shall be respectful and aware of school arrival and dismissal times provided by Osceola County Board of Education on an annual basis. Irrigation along roadways and sidewalks shall be off during these time frames to prevent students from being diverted into hazardous roadways.
- d) No irrigation is to be running between the hours of 7am-9:30am as well as 2pm-5pm, 5 days per week.
- e) The Contractor shall complete weekly inspections (52 inspections/per year) to all controllers and the full irrigation system including battery controllers. Other weekly inspection items include:
 - All sprinkler heads checked for proper operation and coverage. Minimize overspray onto roadways and pedestrian areas, when possible, to conserve water.
 - Inspect all valve boxes for broken or missing lids, replacing as needed. **Mark with safety measures until repairs can be made.**
 - Adjust as needed controllers to provide proper application of supplemental water while following the required South Florida Water Management District (SFWMD) guidelines.
 - Adjust watering schedules to correspond with seasonal color installation, fertilization applications and pest control operations.
 - Adjust watering schedules as required by the Field Manager or designee as needed to accommodate special events and sports activities.
 - Adjust watering schedules as needed based on seasonal rainfall amounts.
 - Conduct spot checks of the maintenance system while running in normal operations. This shall include 1 nightly visit of the system operating in its normal capacity (every 3 months).

Note: Any damaged areas to include broken valve boxes, broken sprinkler areas that present a hazard to pedestrians, bikers, etc. must be taped off with visible markings (day and night) to warn residents of the danger until repairs are made.

15. Irrigation Repair Policy:

- a) The Contractor shall provide an all-inclusive irrigation repair policy and lump sum cost that includes all costs associated with labor and materials for the following repairs as required:

- Lateral line repairs
- Valve repairs and replacement
- Solenoid replacements
- Head replacements, raising and adjusting as needed
- Relocation or adjustment of heads to accommodate plant/turf growth
- Locating and Splicing Wires
- Valve box and Lid replacement
- Decoder repairs and replacement
- Battery replacement in all controllers to maintain memory functions

All repairs of items listed above are solely at the Contractors expense and shall be included in the Contractors' weekly report with specific details of the location, items repaired and status to complete (i.e., identified, under repair, repair complete).

- b) The following items fall outside the terms of the all-inclusive contract:
- Mainline repairs of 4" pipe or greater
 - Timer repair and replacement
 - Damage due to vandalism
 - Verifiable damage due to lightning strikes or power surges

Items in Section 15, Paragraph b are subject to review and approval by the Amenity General Manager or designee. These items will only be approved after receipt of a detailed cost breakdown to include cost of materials and labor and estimated timeline to complete the repair.

- c) During repairs the Contractor is required to clearly mark the area with lawn flags indicating that a particular section of landscape is "under repair". These flags and/or safety cones will communicate to the residents that the issue has been identified and is currently under repair. All flags and/or cones must be clearly visible at night for vehicles and the residents.
- d) All irrigation repairs shall be included within 24 hours of notification unless otherwise approved by the Amenity General Manager or designee.

16. Progress Payments/Checklist Requirement:

- a) Weekly Landscape Checklist: Upon successful completion of each week's landscaping/irrigation activities the Contractor will notify the Field Manager or designee as required in Section 2, Paragraph B. The Field Manager or designee will inspect the property and complete the attached "weekly landscape checklist" to ensure the terms and conditions of this contract are being fulfilled. A copy of the completed checklist will be provided to the on-site supervisor the following Monday at arrival. This completed document will initiate either action below:

Action 1: Report indicates all work has been completed (mark yes in completed column). District Representative will sign/date, Contractor will sign/date. The Contractor will retain the document and submit with the next progress payment invoice.

Action 2: Report indicates all work has not been completed in accordance with the terms and conditions of the contract and notes all deficiencies requiring immediate action. The document will remain unsigned until the deficiencies have been corrected. If not corrected prior to the next invoice period, the district reserves the right to hold retainage until the deficiencies are corrected and inspected.

All of these signed checklists (4 in total per month, 1 each week) shall be provided along with the Contractor's monthly invoice.

17. Contract Options for Pricing Consideration by District:

- a) The District requests pricing for the following option items to be exercised at the districts discretion during the terms of this contract. These items will be awarded in writing as needed separate from this contract.
- b) The Contractor must adhere to the terms and conditions of this contract while completing installing any of these options in the future.
 - **OPTION 1: Ornamentals (EACH):** The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of three (3) gallon ornamentals to include but not limited to: Walters Viburnum, Azaleas, Thryallis, Loropetalum and other ornamentals readily available by the Contractors' suppliers. If a bulk quantity discount can be provided to the district, please note this during pricing.
 - **OPTION 2: Shrubs (EACH):** The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of (1) gallon shrubs or ground cover material to include: Agapanthus, Blue Flax Lilly, Society Garlic, Lantana, Bulbine and other shrubs readily available by the Contractors' suppliers. If a bulk quantity discount can be provided to the district, please note this during bidding.
 - **OPTION 3: Trees (EACH):** The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of live oak trees (include height in price) and any other popular trees or palms readily available by the Contractor's suppliers.
 - **OPTION 4: REPLACEMENT SOD (PER SQUARE YARD AND PER PALLET):** The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of all grass types located on the district's property.

18. General Notes:

- a) Traffic control through all work zones under this contract shall comply with the most current codes/regulations from the State of Florida Department of Transportation (FDOT) "Roadway and Traffic Design Standards" available on the Florida Department of Transport website.

19. Pesticide, Herbicide, Turf Replacement:

- a) All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor.
- b) All spraying must be performed by or under the direct supervision of a licensed applicator. The pest control program shall also follow the current recommendations of University of Florida "Guides to Insect Disease, Nematodes and Weed Control."
- c) The Contractor shall establish a grass and plant pesticide spray program to provide the application of pesticides as needed to control mole crickets, chinch bugs, army worms, and other grass and plant pests as well as plant fungus for all irrigated turf. This program shall be established within 5 calendar days after award and is subject to review and approval by the Field Manager or designee.
- d) All irrigated Bermuda shall have at least (2) annual treatments for the purpose of combatting reclaimed irrigation bicarbonates in the soil. All accessible areas shall be mechanically slit injected into turf. All other areas to be spread by rotary means. This shall be done in beginning of growing season no later than May 1st.
- e) All non-irrigated Bahia shall be monitored and treated for Mole Cricket activity at least annually or more frequent if needed.
- f) Pre-emergent and Post-emergent Herbicides. A minimum of two pre-emergent applications in the fall and spring shall be performed on all irrigated turf areas. Post emergent controls shall also be used to provide acceptable levels of weed control throughout the District's property.

- g) As part of the bid package, the Contractor shall submit an outline of the agronomic program for both St. Augustine and Bermuda Turf that would be applied. This shall be included in the proposal package.
- h) Contractor shall mark w/signs all areas sprayed to avoid resident concerns until the area is dry or free of potential safety issues. All signs must be removed by the Contractor.
- i) The Contractor is responsible to monitor all grass conditions and ensure the common area grasses remain healthy and vibrant. Any damage to irrigated turf by insects, fungus or mowing equipment shall be replaced by the Contractor within 14 calendar days after damage is identified at no additional cost to the district.
- j) All turf under repair or replacement areas shall be marked with flags that state “area under construction” to inform residents that the area will be resodded soon. This avoids resident phone calls or concerns and provides information that the area has been identified. These flags will be removed once the area is resodded. Flags can also be added by the district staff to help identify areas of concern during routine weekly or monthly inspections. The Contractor should make note of these areas during the weekly inspection reports.
- k) If the turf area to be repaired is damaged by no fault of the Contractor (as verified by district staff), the area will be replaced at the unit pricing identified in the contract for the various types of grass after approved by the Field Manager or designee.

20. Fertilization Program:

a) Irrigated Bermuda Sod:

- The Contractor shall develop a fertilization program of properly timed applications of quality slow-release fertilizers (based on requirements established by the University of Florida IFAS). This program shall be reviewed and approved by the Field Manager or designee.
- All irrigated Bermuda shall have at least (2) annual treatments for the purpose of combatting reclaimed irrigation bicarbonates in the soil. A minimum of 1 lbs. of Nitrogen per 1,000 S.F. shall be applied per application.
- All Bermuda lawn areas shall be fertilized five (5) times per year.
- Any damage to irrigated Bermuda turf by over fertilization shall be replaced by Contractor within two weeks of damage occurrence. These areas shall also be flagged denoting “Area Under Construction” until all issues are resolved.

b) St. Augustine Sod:

- The Contractor shall develop a fertilization program of properly timed applications of quality slow-release fertilizers (based on requirements established by the University of Florida IFAS). This program shall be reviewed and approved by the General Amenity Manager or designee.
- All irrigated St. Augustine sod shall have at least (2) annual treatments for the purpose of combatting reclaimed irrigation bicarbonates in the soil.
- The Contractor’s program shall provide a lawn, which is evenly green and thick, and one which does not promote surge growth or burning. A minimum of 1 lbs. of Nitrogen per 1,000 S.F. shall be applied per application.
- All St. Augustine lawn areas shall be fertilized five (5) times per year.

- Any damage to irrigated St. Augustine turf by over fertilization shall be replaced at the Contractors cost within two weeks of damage occurrence.

c) **Trees, Palms and Shrub Fertilization:**

- All trees, palms and shrubs in fertilized zones shall be fertilized two (2) times per year. The proposed fertilization program must be approved by the Field Manager or designee.
- d) The Contractor is responsible to cover and prepare all plants that are prone to freezing when temperatures are expected to be below 32 degrees. This could include annuals, palms and other vegetation that can be easily protected from the weather.

YEAR 1 BID SCHEDULE

Bid Item	Description	Quantity	Unit	Unit Price	Total Cost
001	Reporting (Weekly, Monthly, Quarterly)	1	LS		
002	Area 1 Mowing – Growing Season	12	Per Month		
003	Area 1 Mowing – Dormant Season	12	Per Month		
004	Area 2 Mowing – Growing Season	12	Per Month		
005	Area 2 Mowing – Dormant Season	12	Per Month		
006	Area 3 Mowing – Growing Season	12	Per Month		
007	Area 3 Mowing – Dormant Season	12	Per Month		
008	Area 4 Mowing – Growing Season	12	Per Month		
009	Area 4 Mowing – Dormant Season	12	Per Month		
010	Area 5 Mowing – Growing Season	12	Per Month		
011	Area 5 Mowing – Dormant Season	12	Per Month		
012	Area 6 Mowing – Growing Season	12	Per Month		
013	Area 6 Mowing – Dormant Season	12	Per Month		
014	Area 7 Mowing – Growing Season	12	Per Month		
015	Area 7 Mowing – Dormant Season	12	Per Month		
016	Area 8 Mowing – Growing Season	12	Per Month		
017	Area 8 Mowing – Dormant Season	12	Per Month		
018	Edging & Weed Eating	12	Per Month		
019	Blowing	12	Per Month		
020	Storm Drain Cleanup	12	Per Month		
021	Shrubs & Cord Grass Maintenance	12	Per Month		
022	Tree Trimming, Pruning, Staking	12	Per Month		
023	Litter and Debris Removal	12	Per Month		
024	Weed Control/Weeding of Beds	12	Per Month		
025	Annuals Zone 1 (Planting/Maintenance)	3	Per Each Rotation		
026	Annuals Zone 2 (Planting/Maintenance)	3	Per Each Rotation		
027	Annuals Zone 3 (Planting/Maintenance)	3	Per Each Rotation		
028	Annuals Zone 4 (Planting/Maintenance)	3	Per Each Rotation		
029	Annuals Zone 5 (Planting/Maintenance)	3	Per Each Rotation		
030	Annuals Zone 6 (Planting/Maintenance)	3	Per Each Rotation		
031	Annuals Zone 7 (Planting/Maintenance)	3	Per Each Rotation		
032	Annuals Zone 8 (Planting/Maintenance)	3	Per Each Rotation		
033	Irrigation Inspection/Repairs	12	Per Month		
034	Option 1	1	Each		
035	Option 2	1	Each		
036	Option 3	1	Each		
037	Option 4	1	Each		
038	Fertilization Program Bermuda Sod Areas	12	Per Each Treatment		
039	Fertilization Program St. Augustine Sod Areas	12	Per Each Treatment		
040	Fertilization Program Trees, Palms, Shrubs	12	Per Each Treatment		

Total Bid: _____

Commented [A5]: To be modified by the Field Manager to meet the needs of Edgewater East

YEAR 2 BID SCHEDULE

Bid Item	Description	Quantity	Unit	Unit Price	Total Cost
001	Reporting (Weekly, Monthly, Quarterly)	1	LS		
002	Area 1 Mowing – Growing Season	12	Per Month		
003	Area 1 Mowing – Dormant Season	12	Per Month		
004	Area 2 Mowing – Growing Season	12	Per Month		
005	Area 2 Mowing – Dormant Season	12	Per Month		
006	Area 3 Mowing – Growing Season	12	Per Month		
007	Area 3 Mowing – Dormant Season	12	Per Month		
008	Area 4 Mowing – Growing Season	12	Per Month		
009	Area 4 Mowing – Dormant Season	12	Per Month		
010	Area 5 Mowing – Growing Season	12	Per Month		
011	Area 5 Mowing – Dormant Season	12	Per Month		
012	Area 6 Mowing – Growing Season	12	Per Month		
013	Area 6 Mowing – Dormant Season	12	Per Month		
014	Area 7 Mowing – Growing Season	12	Per Month		
015	Area 7 Mowing – Dormant Season	12	Per Month		
016	Area 8 Mowing – Growing Season	12	Per Month		
017	Area 8 Mowing – Dormant Season	12	Per Month		
018	Edging & Weed Eating	12	Per Month		
019	Blowing	12	Per Month		
020	Storm Drain Cleanup	12	Per Month		
021	Shrubs & Cord Grass Maintenance	12	Per Month		
022	Tree Trimming, Pruning, Staking	12	Per Month		
023	Litter and Debris Removal	12	Per Month		
024	Weed Control/Weeding of Beds	12	Per Month		
025	Annuals Zone 1 (Planting/Maintenance)	3	Per Each Rotation		
026	Annuals Zone 2 (Planting/Maintenance)	3	Per Each Rotation		
027	Annuals Zone 3 (Planting/Maintenance)	3	Per Each Rotation		
028	Annuals Zone 4 (Planting/Maintenance)	3	Per Each Rotation		
029	Annuals Zone 5 (Planting/Maintenance)	3	Per Each Rotation		
030	Annuals Zone 6 (Planting/Maintenance)	3	Per Each Rotation		
031	Annuals Zone 7 (Planting/Maintenance)	3	Per Each Rotation		
032	Annuals Zone 8 (Planting/Maintenance)	3	Per Each Rotation		
033	Irrigation Inspection/Repairs	12	Per Month		
034	Option 1	1	Each		
035	Option 2	1	Each		
036	Option 3	1	Each		
037	Option 4	1	Each		
038	Fertilization Program Bermuda Sod Areas	12	Per Each Treatment		
039	Fertilization Program St. Augustine Sod Areas	12	Per Each Treatment		
040	Fertilization Program Trees, Palms, Shrubs	12	Per Each Treatment		

Total Bid: _____

SERVICE MAP

[*Attach*]

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

5

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
ADOPTED BUDGET
FISCAL YEAR 2025**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
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**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Adopted Budget FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 389,361
Allowable discounts (4%)	-				(15,574)
Assessment levy: on-roll - net	-	\$ 179,804	\$ 14	\$ 179,818	373,787
Assessment levy: off-roll	992,733	622,793	189,892	812,685	1,103,811
Total revenues	992,733	802,597	189,906	992,503	1,477,598
EXPENDITURES					
Professional & administrative					
Management/admin/recording	48,000	24,000	24,000	48,000	48,000
Legal	50,000	34,884	15,116	50,000	50,000
Engineering	7,500	5,625	1,875	7,500	7,500
Audit	6,500	-	6,500	6,500	6,500
Arbitrage rebate calculation	1,500	-	1,500	1,500	1,500
Dissemination agent	2,000	1,000	1,000	2,000	2,000
Trustee - Series 2021	5,725	-	5,725	5,725	5,725
Trustee - Series 2022	5,725	4,031	1,694	5,725	5,725
DSF accounting - Series 2021	5,500	2,750	2,750	5,500	5,500
DSF accounting - Series 2022	5,500	2,750	2,750	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	160	340	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	1,121	5,379	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,750	5,785	-	5,785	5,750
Contingencies/bank charges	500	110	390	500	500
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Property appraiser and tax collector	-	18,260	-	18,260	7,787
Total professional & administrative	152,990	101,916	69,369	171,285	160,777

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Adopted Budget FY 2025
Field operations					
Field operations management	-	-	-	-	75,000
Accounting	2,500	-	2,500	2,500	2,500
Stormwater management					
Lake maintenance	-	699	-	699	19,524
Streetlighting	80,114	22,757	57,357	80,114	107,296
Repairs and maintenance	24,386	-	24,386	24,386	82,863
Electricity	6,586	-	6,586	6,586	3,900
Landscape maint.					
Maintenance contract	542,610	81,157	461,453	542,610	402,820
Plant replacement	17,857	-	17,857	17,857	40,282
Landscape contingency	8,927	3,251	5,676	8,927	40,282
Irrigation	156,774	3,804	152,970	156,774	234,115
Trash services	-	-	-	-	10,000
Total field operations	<u>839,754</u>	<u>111,668</u>	<u>728,086</u>	<u>840,453</u>	<u>1,018,582</u>
Total expenditures	<u>992,744</u>	<u>213,584</u>	<u>797,455</u>	<u>1,011,738</u>	<u>1,179,359</u>
Excess/(deficiency) of revenues					
over/(under) expenditures	(11)	589,013	(607,549)	(19,235)	298,239
Fund balance - beginning (unaudited)	20	33,910	622,923	33,910	14,675
Committed					
Impact fee collections	1,618,095	1,618,095	1,618,095	1,618,095	-
Working capital	-	-	-	-	299,152
Unassigned	<u>(1,618,086)</u>	<u>(995,172)</u>	<u>(1,602,721)</u>	<u>(1,603,420)</u>	<u>13,762</u>
Fund balance - ending (projected)	<u>\$ 9</u>	<u>\$ 622,923</u>	<u>\$ 15,374</u>	<u>\$ 14,675</u>	<u>\$ 312,914</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures

Professional & administrative

Management/admin/recording \$ 48,000

Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal 50,000

General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering 7,500

The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit 6,500

Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation 1,500

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent 2,000

The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

Trustee - Series 2021 5,725

Annual fee for the service provided by trustee, paying agent and registrar.

Trustee - Series 2022 5,725

DSF accounting - Series 2021 5,500

DSF accounting - Series 2022 5,500

Telephone 200

Telephone and fax machine.

Postage 500

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding 500

Letterhead, envelopes, copies, agenda packages, etc.

Legal advertising 6,500

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

EXPENDITURES (continued)

Annual special district fee 175

Annual fee paid to the Florida Department of Economic Opportunity.

Insurance 5,750

The District will obtain public officials and general liability insurance.

Contingencies/bank charges 500

Bank charges and other miscellaneous expenses incurred during the year.

Website 705

Hosting & maintenance 210

ADA compliance 7,787

Property appraiser and tax collector

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures (continued)

Field operations

Field operations management	75,000
Intended to cover the cost of hiring a qualified management company to manage the day to day operations of the shared CDD operations.	
Accounting	2,500
Stormwater management	
Lake maintenance	19,524
Covers the cost of hiring a licensed contractor to treat 58 acres of wet ponds on a monthly basis for unwanted submersed vegetation, weeds and algae.	
Streetlighting	107,296
Covers the costs of a streetlight lease agreement for 198 streetlights with FPL that covers the fixture, pole, power and maintenance. Cross-Prairie Pkwy, ED5 Roadway Ph	
Repairs and maintenance	82,863
Intended to cover the cost of periodic repairs to the well/pumping systems.	
Electricity	3,900
Cover the costs of electricity for the monument low voltage lighting. Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1	
Landscape maint.	
Maintenance contract	402,820
Covers the cost of hiring a licensed landscape maintenance contractor to provide all inclusive landscape maintenance services including fertilization, weed/disease control, once a year mulch and monthly irrigation wet checks and adjustments. Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1	
Plant replacement	40,282
Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1	
Landscape contingency	40,282
Irrigation	234,115
Irrigation annual cost for Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1.	
Trash services	10,000
Total expenditures	<u><u>\$1,179,359</u></u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021 (ASSESSMENT AREA ONE)
FISCAL YEAR 2025**

	Fiscal Year 2024				Adopted Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ -				\$ 1,166,627
Allowable discounts (4%)	-				(46,665)
Assessment levy: net	-	\$ 706,128	\$ 284	\$ 706,412	1,119,962
Special assessment: off-roll	1,112,587	186,083	204,135	390,218	-
Interest	-	36,356	-	36,356	-
Total revenues	1,112,587	928,567	204,419	1,132,986	1,119,962
EXPENDITURES					
Debt service					
Principal	420,000	-	420,000	420,000	430,000
Interest	697,830	348,915	348,915	697,830	687,330
Total debt service	1,117,830	348,915	768,915	1,117,830	1,117,330
Other fees & charges					
Property appraiser and tax collector	-	-	-	-	23,333
Total other fees & charges	-	-	-	-	23,333
Total expenditures	1,117,830	348,915	768,915	1,117,830	1,140,663
Excess/(deficiency) of revenues over/(under) expenditures	(5,243)	579,652	(564,496)	15,156	(20,701)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(582,110)	-	(582,110)	-
Total other financing sources/(uses)	-	(582,110)	-	(582,110)	-
Fund balance:					
Net increase/(decrease) in fund balance	(5,243)	(2,458)	(564,496)	(566,954)	(20,701)
Beginning fund balance (unaudited)	1,487,480	1,498,340	1,498,340	1,498,340	931,386
Ending fund balance (projected)	\$1,482,237	\$1,495,882	\$ 933,844	\$ 931,386	910,685
Use of fund balance:					
Debt service reserve account balance (required)					(556,250)
Principal and Interest expense - November 1, 2025					(338,290)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 16,145

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 (ASSESSMENT AREA ONE) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2024			343,665.00	343,665.00	18,675,000.00
5/1/2025	430,000.00	2.500%	343,665.00	773,665.00	18,245,000.00
11/1/2025			338,290.00	338,290.00	18,245,000.00
5/1/2026	440,000.00	2.500%	338,290.00	778,290.00	17,805,000.00
11/1/2026			332,790.00	332,790.00	17,805,000.00
5/1/2027	450,000.00	3.100%	332,790.00	782,790.00	17,355,000.00
11/1/2027			325,815.00	325,815.00	17,355,000.00
5/1/2028	465,000.00	3.100%	325,815.00	790,815.00	16,890,000.00
11/1/2028			318,607.50	318,607.50	16,890,000.00
5/1/2029	480,000.00	3.100%	318,607.50	798,607.50	16,410,000.00
11/1/2029			311,167.50	311,167.50	16,410,000.00
5/1/2030	495,000.00	3.100%	311,167.50	806,167.50	15,915,000.00
11/1/2030			303,495.00	303,495.00	15,915,000.00
5/1/2031	510,000.00	3.100%	303,495.00	813,495.00	15,405,000.00
11/1/2031			295,590.00	295,590.00	15,405,000.00
5/1/2032	530,000.00	3.600%	295,590.00	825,590.00	14,875,000.00
11/1/2032			286,050.00	286,050.00	14,875,000.00
5/1/2033	550,000.00	3.600%	286,050.00	836,050.00	14,325,000.00
11/1/2033			276,150.00	276,150.00	14,325,000.00
5/1/2034	570,000.00	3.600%	276,150.00	846,150.00	13,755,000.00
11/1/2034			265,890.00	265,890.00	13,755,000.00
5/1/2035	590,000.00	3.600%	265,890.00	855,890.00	13,165,000.00
11/1/2035			255,270.00	255,270.00	13,165,000.00
5/1/2036	610,000.00	3.600%	255,270.00	865,270.00	12,555,000.00
11/1/2036			244,290.00	244,290.00	12,555,000.00
5/1/2037	635,000.00	3.600%	244,290.00	879,290.00	11,920,000.00
11/1/2037			232,860.00	232,860.00	11,920,000.00
5/1/2038	655,000.00	3.600%	232,860.00	887,860.00	11,265,000.00
11/1/2038			221,070.00	221,070.00	11,265,000.00
5/1/2039	680,000.00	3.600%	221,070.00	901,070.00	10,585,000.00
11/1/2039			208,830.00	208,830.00	10,585,000.00
5/1/2040	705,000.00	3.600%	208,830.00	913,830.00	9,880,000.00
11/1/2040			196,140.00	196,140.00	9,880,000.00
5/1/2041	730,000.00	3.600%	196,140.00	926,140.00	9,150,000.00
11/1/2041			183,000.00	183,000.00	9,150,000.00
5/1/2042	760,000.00	4.000%	183,000.00	943,000.00	8,390,000.00
11/1/2042			167,800.00	167,800.00	8,390,000.00
5/1/2043	790,000.00	4.000%	167,800.00	957,800.00	7,600,000.00
11/1/2043			152,000.00	152,000.00	7,600,000.00
5/1/2044	825,000.00	4.000%	152,000.00	977,000.00	6,775,000.00

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 (ASSESSMENT AREA ONE) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2044			135,500.00	135,500.00	6,775,000.00
5/1/2045	855,000.00	4.000%	135,500.00	990,500.00	5,920,000.00
11/1/2045			118,400.00	118,400.00	5,920,000.00
5/1/2046	890,000.00	4.000%	118,400.00	1,008,400.00	5,030,000.00
11/1/2046			100,600.00	100,600.00	5,030,000.00
5/1/2047	925,000.00	4.000%	100,600.00	1,025,600.00	4,105,000.00
11/1/2047			82,100.00	82,100.00	4,105,000.00
5/1/2048	965,000.00	4.000%	82,100.00	1,047,100.00	3,140,000.00
11/1/2048			62,800.00	62,800.00	3,140,000.00
5/1/2049	1,005,000.00	4.000%	62,800.00	1,067,800.00	2,135,000.00
11/1/2049			42,700.00	42,700.00	2,135,000.00
5/1/2050	1,045,000.00	4.000%	42,700.00	1,087,700.00	1,090,000.00
11/1/2050			21,800.00	21,800.00	1,090,000.00
5/1/2051	1,090,000.00	4.000%	21,800.00	1,111,800.00	-
Total	18,675,000.00		11,645,340.00	30,320,340.00	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022 (ASSESSMENT AREA TWO)
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Adopted Budget FY 2025
REVENUES					
Special assessment: off-roll	\$ 1,930,402	\$ 1,322,518	\$ 607,884	\$ 1,930,402	\$ 1,930,402
Interest	-	54,213	-	54,213	-
Total revenues	<u>1,930,402</u>	<u>1,376,731</u>	<u>607,884</u>	<u>1,984,615</u>	<u>1,930,402</u>
EXPENDITURES					
Debt service					
Principal	660,000	-	660,000	660,000	675,000
Principal prepayment	-	20,000	70,000	90,000	-
Interest	1,278,894	639,447	639,447	1,278,894	1,255,656
Total expenditures	<u>1,938,894</u>	<u>659,447</u>	<u>1,369,447</u>	<u>2,028,894</u>	<u>1,930,656</u>
Excess/(deficiency) of revenues over/(under) expenditures	(8,492)	717,284	(761,563)	(44,279)	(254)
Fund balance:					
Beginning fund balance (unaudited)	2,570,779	2,605,329	3,322,613	2,605,329	2,561,050
Ending fund balance (projected)	<u>\$ 2,562,287</u>	<u>\$ 3,322,613</u>	<u>\$ 2,561,050</u>	<u>\$ 2,561,050</u>	<u>2,560,796</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,930,400)
Principal and Interest expense - November 1, 2025					(617,703)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 12,693</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 (ASSESSMENT AREA TWO) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2024			627,828.13	627,828.13	32,535,000.00
5/1/2025	675,000.00	3.000%	627,828.13	1,302,828.13	31,860,000.00
11/1/2025	-		617,703.13	617,703.13	31,860,000.00
5/1/2026	695,000.00	3.000%	617,703.13	1,312,703.13	31,165,000.00
11/1/2026	-		607,278.13	607,278.13	31,165,000.00
5/1/2027	720,000.00	3.000%	607,278.13	1,327,278.13	30,445,000.00
11/1/2027	-		596,478.13	596,478.13	30,445,000.00
5/1/2028	740,000.00	3.375%	596,478.13	1,336,478.13	29,705,000.00
11/1/2028	-		583,990.63	583,990.63	29,705,000.00
5/1/2029	770,000.00	3.375%	583,990.63	1,353,990.63	28,935,000.00
11/1/2029	-		570,996.88	570,996.88	28,935,000.00
5/1/2030	795,000.00	3.375%	570,996.88	1,365,996.88	28,140,000.00
11/1/2030	-		557,581.25	557,581.25	28,140,000.00
5/1/2031	820,000.00	3.375%	557,581.25	1,377,581.25	27,320,000.00
11/1/2031	-		543,743.75	543,743.75	27,320,000.00
5/1/2032	850,000.00	3.375%	543,743.75	1,393,743.75	26,470,000.00
11/1/2032	-		529,400.00	529,400.00	26,470,000.00
5/1/2033	880,000.00	4.000%	529,400.00	1,409,400.00	25,590,000.00
11/1/2033	-		511,800.00	511,800.00	25,590,000.00
5/1/2034	915,000.00	4.000%	511,800.00	1,426,800.00	24,675,000.00
11/1/2034	-		493,500.00	493,500.00	24,675,000.00
5/1/2035	955,000.00	4.000%	493,500.00	1,448,500.00	23,720,000.00
11/1/2035	-		474,400.00	474,400.00	23,720,000.00
5/1/2036	995,000.00	4.000%	474,400.00	1,469,400.00	22,725,000.00
11/1/2036	-		454,500.00	454,500.00	22,725,000.00
5/1/2037	1,035,000.00	4.000%	454,500.00	1,489,500.00	21,690,000.00
11/1/2037	-		433,800.00	433,800.00	21,690,000.00
5/1/2038	1,075,000.00	4.000%	433,800.00	1,508,800.00	20,615,000.00
11/1/2038	-		412,300.00	412,300.00	20,615,000.00
5/1/2039	1,120,000.00	4.000%	412,300.00	1,532,300.00	19,495,000.00
11/1/2039	-		389,900.00	389,900.00	19,495,000.00
5/1/2040	1,165,000.00	4.000%	389,900.00	1,554,900.00	18,330,000.00
11/1/2040	-		366,600.00	366,600.00	18,330,000.00
5/1/2041	1,215,000.00	4.000%	366,600.00	1,581,600.00	17,115,000.00
11/1/2041	-		342,300.00	342,300.00	17,115,000.00
5/1/2042	1,265,000.00	4.000%	342,300.00	1,607,300.00	15,850,000.00
11/1/2042	-		317,000.00	317,000.00	15,850,000.00
5/1/2043	1,315,000.00	4.000%	317,000.00	1,632,000.00	14,535,000.00
11/1/2043	-		290,700.00	290,700.00	14,535,000.00
5/1/2044	1,370,000.00	4.000%	290,700.00	1,660,700.00	13,165,000.00
11/1/2044	-		263,300.00	263,300.00	13,165,000.00
5/1/2045	1,425,000.00	4.000%	263,300.00	1,688,300.00	11,740,000.00

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 (ASSESSMENT AREA TWO) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2045	-		234,800.00	234,800.00	11,740,000.00
5/1/2046	1,485,000.00	4.000%	234,800.00	1,719,800.00	10,255,000.00
11/1/2046	-		205,100.00	205,100.00	10,255,000.00
5/1/2047	1,545,000.00	4.000%	205,100.00	1,750,100.00	8,710,000.00
11/1/2047	-		174,200.00	174,200.00	8,710,000.00
5/1/2048	1,605,000.00	4.000%	174,200.00	1,779,200.00	7,105,000.00
11/1/2048	-		142,100.00	142,100.00	7,105,000.00
5/1/2049	1,670,000.00	4.000%	142,100.00	1,812,100.00	5,435,000.00
11/1/2049	-		108,700.00	108,700.00	5,435,000.00
5/1/2050	1,740,000.00	4.000%	108,700.00	1,848,700.00	3,695,000.00
11/1/2050	-		73,900.00	73,900.00	3,695,000.00
5/1/2051	1,810,000.00	4.000%	73,900.00	1,883,900.00	1,885,000.00
11/1/2051	-		37,700.00	37,700.00	1,885,000.00
5/1/2052	1,885,000.00	4.000%	37,700.00	1,922,700.00	-
Total	32,535,000.00		21,923,200.06	54,458,200.06	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

Assessment Area One, Post-Expansion, On-roll assessments

Product	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
Single Family 1	521	\$ 363.21	\$ 1,303.13	\$ 1,666.34	\$ 1,455.54
Single Family 2	197	363.21	1,042.51	1,405.72	1,210.56
Multi Family	354	363.21	797.52	1,160.73	980.27
Total	1,072				

Assessment Area Two, Post-Expansion, Off-roll assessments

Product	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
Single Family 1	727	\$ 341.42	\$ 1,224.94	\$ 1,566.36	\$ 1,455.54
Single Family 2	404	341.42	979.96	1,321.38	1,210.56
Multi Family	859	341.42	749.67	1,091.09	980.27
Total	1,990				

Future Phase(s), Off-roll assessments

Product	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
Single Family 1	487	\$ 341.42	\$ -	\$ 341.42	\$ 230.60
Single Family 2	121	341.42	-	341.42	230.60
Multi Family	635	341.42	-	341.42	230.60
Total	1,243				

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS AI

Edgewater East Community Development District

Change order to Purchase Order #2225-01

Change Order No. 2

Project: Cross Prairie Parkway to Cord Ave. Offsite Force Main
Owner: Edgewater East CDD
Seller: Ferguson Waterworks
Contractor: Jr. Davis Construction Company, Inc.

Date _____

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT +/-
1	Missing quantity for test ports	Add	\$ 1,965.00
2	Added Deflection	Add	\$ 46,750.60
3	Directional Drill under Tumpike	Add	\$ 246,733.06

Net Change Order Amount \$ 295,448.66

Purchase Order Amount Prior to Change Order \$ 3,352,948.40

Revised Purchase Order Amount \$ 3,648,397.06

Comments _____

Acceptable To:

Ferguson Waterworks

Date

2/7/25

Acceptable To:

Jr.

Approved By:

Ed

Michael Spain

2/11/25



FEL-ORLANDO WATERWORKS #126
801 THORPE ROAD
ORLANDO, FL 32824-8016

Phone: 407-859-7473
Fax: 407-859-9561

Deliver To: JUNIOR
From: Nicholas Pellegrino
nicholas.pellegrino1@ferguson.com

Comments:

07:59:06 JAN 29 2025

Page 1 of 2

FEL-ORLANDO WATERWORKS #126

Price Quotation

Phone: 407-859-7473

Fax: 407-859-9561

Bid No: B632681
Bid Date: 01/29/25
Quoted By: NP

Cust Phone: 407-870-0066
Terms: NET 10TH PROX

Customer: EDGEWATER EAST CDD
2300 GLADES RD
SUITE 410W
2225 CROSS PRAIRIE OFFSIT
BOCA RATON, FL 33431

Ship To: JR DAVIS CONSTRUCTION CO
210 HANGAR RD
KISSIMMEE, FL 34741

Cust PO#: 2225

Job Name: 2225 CROSS PRAIRIE O

Item	Description	Quantity	Net Price	UM	Total

	24X1 TEST PORT (3)				

FFCD2022650IP7	24X2 IP DUAL STRP SS EPOX SDL	3	334.000	EA	1002.00
IBRLFBKG	LF 2X1 BRS BUSH	3	18.000	EA	54.00
FFB16004NL	LF 1 CC X FIP BALL CORP	3	69.000	EA	207.00
FC4444NL	LF 1 CTS X CTS COMP COUP	3	23.000	EA	69.00
PEC9BLG100	1X100 CTS DR9 HDPE BLUE PIPE	300	65.000	C	195.00
FB41444WNL	LF 1 CTS COMP X FIP BALL CURB LW	3	118.000	EA	354.00
ND1200OLSB	12X17X12 STD BX OVRLAP CVR BLK	3	28.000	EA	84.00
Net Total:					\$1965.00
Tax:					
Freight:					
Total:					\$1965.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=126&on=5834>

13:29:23 FEB 06 2025

Page 1 of 2

FEL-ORLANDO WATERWORKS #126

Price Quotation

Phone: 407-859-7473
Fax: 407-859-9561

Bid No: B633050
Bid Date: 02/03/25
Quoted By: NP

Cust Phone: 561-571-0010
Terms: NET 10TH PROX

Customer: EDGEWATER EAST CDD
2300 GLADES RD
SUITE 410W
2225 CROSS PRAIRIE OFFSIT
BOCA RATON, FL 33431

Ship To: EDGEWATER EAST CDD
2300 GLADES RD
SUITE 410W
2225 CROSS PRAIRIE OFFSIT
BOCA RATON, FL 33431

Cust PO#: 01/31/25

Job Name: 2225 CROSS PRAIRIE OFFSIT

Item	Description	Quantity	Net Price	UM	Total
	=====				
	FORCE MAIN				
	=====				

SPWPC24	24 SIGMA BELL REST F/ C900 *PVLOK	10	976.000	EA	9760.00

DDMB2445CTF	24 MJ C153 PERMOX 45 BEND L/A *X	4	2892.000	EA	11568.00
DDMB2411CTF	24 MJ C153 PERMOX 11-1/4 BEND L/A	2	2825.000	EA	5650.00
SSLCE24AP	24 PVC WDG REST *ONELOK W/A	12	462.000	EA	5544.00

	24X4 ARV ASSY (1)				

DDMT246CTF	24X6 MJ C153 PERMOX TEE L/A *X	1	3121.000	EA	3121.00
SSLCE24AP	24 PVC WDG REST *ONELOK W/A	2	462.000	EA	924.00
DSRP64CTF	6X4 SEMJ C153 PERMOX RED L/A *X	1	320.000	EA	320.00
SSLDE6AP	6 DI WDG REST *ONELOK W/A	1	53.000	EA	53.00
DR25GPP	4 C900 DR25 PVC GJ GREE PIPE	20	3.740	FT	74.80
DDMB490CTF	4 MJ C153 PERMOX 90 BEND L/A *X	1	250.000	EA	250.00
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	2	51.000	EA	102.00
AFC2504MMLAOL	4 DI MJ RW OL GATE VLV L/A	1	670.000	EA	670.00
I461SS	2PC SC CI VLV BX 19-22 SWR	1	79.000	EA	79.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	1	28.000	EA	28.00
BVTM	3 BRS VLV ID TAG	1	18.000	EA	18.00
SP-PFPMJFLG454	4"X5'X4' MJXFLG HDPE PIPE W/ 90	1	1695.000	EA	1695.00
FNWNBGS61RF8P	4 316 SS 150# RR FF 1/8 FLG PKG	1	40.000	EA	40.00
SP-H986FARVSSP	4 FLG H-TEC 986 SS ARV	1	4055.000	EA	4055.00
WPH30G	13X16X32 GREE POLY ARV ENC	1	595.000	EA	595.00
P40SMAJ	1-1/2 PVC S40 SXM ADPT	1	2.000	EA	2.00
P40BEPJ20	1-1/2X20 FT PVC S40 BE PIPE	20	89.000	C	17.80
P40S9J	1-1/2 PVC S40 SXS 90 ELL	2	2.000	EA	4.00
P40SCAPJ	1-1/2 PVC S40 SOC CAP	1	2.000	EA	2.00

	=====				
	RECLAIM				
	=====				



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<https://survey.medallia.com/?bidsorder&fc=126&on=70107>

FEL-ORLANDO WATERWORKS #126
Price Quotation

Fax: 407-859-9561

13:29:23 FEB 06 2025

Reference No: B633050

Item	Description	Quantity	Net Price	UM	Total
MJ4LA16	16 MJ C153 45 BEND L/A	2	549.000	EA	1098.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	4	270.000	EA	1080.00

	=====				

Net Total:	\$46750.60
Tax:	\$0.00
Freight:	\$0.00
Total:	\$46750.60

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.


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FEL-ORLANDO WATERWORKS #126
801 THORPE ROAD
ORLANDO, FL 32824-8016

Phone: 407-859-7473
Fax: 407-859-9561

Deliver To:
From: Nicholas Pellegrino
nicholas.pellegrino1@ferguson.com
Comments:

08:31:44 JAN 23 2025

Page 1 of 2

FEL-ORLANDO WATERWORKS #126

Price Quotation

Phone: 407-859-7473

Fax: 407-859-9561

Bid No: B631984
Bid Date: 01/22/25
Quoted By: NP

Cust Phone: 561-571-0010
Terms: NET 10TH PROX

Customer: EDGEWATER EAST CDD
2300 GLADES RD
SUITE 410W
2225 CROSS PRAIRIE OFFSIT
BOCA RATON, FL 33431

Ship To: EDGEWATER EAST CDD
2300 GLADES RD
SUITE 410W
2225 CROSS PRAIRIE OFFSIT
BOCA RATON, FL 33431

Cust PO#: HDPE

Job Name: 2225 CROSS PRAIRIE

Item	Description	Quantity	Net Price	UM	Total
	=====				
	24" CARRIER PIPE				
	3-4 WEEK LEAD TIME				

PED11GN2450	24X50 DIPS SDR11 GN STRIPE PIPE	850	9764.000	C	82994.00
P746440532	8GA SLD HDCCS PE45 WIRE GREE 500	1000	595.000	M	595.00

	WIRE C/O ASSY				

SP-P80CAK	2 SCH80 WIRE C/O ASSY	2	20.000	EA	40.00

	SUBTOTAL				83629.00

MJRP4LA2420	24X20 MJ C153 P-401 RED L/A	2	2908.880	EA	5817.76
PED11MJAA24	24 DIPS PC200 DR11 MJ ADPT W/ACC	2	1650.000	EA	3300.00
SSLCEP20	20 PVC WDG REST GLND PK *ONELOK	2	485.900	EA	971.80
	SUBTOTAL				10089.56

	PLUGS F/ TESTING				

MJTP20K	20X2 MJ C153 TAP PLUG	2	805.000	EA	1610.00
SSMGP20	20 MJ BLT & GSKT PACK	2	65.000	EA	130.00
	SUBTOTAL				1740.00

	36" CASING PIPE				
	GREEN STRIPE				

SP-PEI13D3650	36X50 DIPS DR13.5 HDPE PIPE GREEN	850	17797.000	C	151274.50
	5-6 WEEK LEAD TIME				
	SUBTOTAL				151274.50



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<https://survey.medallia.com/?bidsorder&fc=126&on=70107>

FEL-ORLANDO WATERWORKS #126
Price Quotation

Fax: 407-859-9561

08:31:44 JAN 23 2025

Reference No: B631984

=====

Net Total:	\$246733.06
Tax:	\$0.00
Freight:	\$0.00
Total:	\$246733.06

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

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EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS AII

Edgewater East Community Development District

Change order to Purchase Order #2225-01

Change Order No. 3

Project: Cross Prairie Parkway to Cord Ave. Offsite Force Main
Owner: Edgewater East CDD
Seller: Ferguson Waterworks
Contractor: Jr. Davis Construction Company, Inc.

Date 2/24/2025

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	DR for 30" HDPE resolution & Bore depths adjustment	Add	\$ 34,219.00

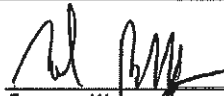
Net Change Order Amount \$ 34,219.00

Purchase Order Amount Prior to Change Order \$ 3,848,397.06

Revised Purchase Order Amount \$ 3,682,616.06

Comments

Acceptable To:


Ferguson Waterworks

Date

2/25/25

Acceptable To:


Michael Spain
Digitally signed by Michael Spain
DN: cn=Michael Spain, o=Jr. Davis Construction Company, Inc., email=Michael.Spain@jrdavis.com, c=US
Reason: I have reviewed this document
Date: 2025.02.25 02:19:51 -0500
Jr. Davis Construction Company, Inc.

Date

Approved By:

Edgewater East Community Development District

Date



FEL-ORLANDO WATERWORKS #126
801 THORPE ROAD
ORLANDO, FL 32824-8016

Phone: 407-859-7473
Fax: 407-859-9561

Deliver To:
From: Nicholas Pellegrino
nicholas.pellegrino1@ferguson.com
Comments:

12:24:00 FEB 21 2025

Page 1 of 2

FEL-ORLANDO WATERWORKS #126

Price Quotation
Phone: 407-859-7473
Fax: 407-859-9561

Bid No: B634656
Bid Date: 02/19/25
Quoted By: NP

Cust Phone: 561-571-0010
Terms: NET 10TH PROX

Customer: EDGEWATER EAST CDD
2300 GLADES RD
SUITE 410W
C/O JR DAVIS
BOCA RATON, FL 33431

Ship To: EDGEWATER EAST CDD
2300 GLADES RD
SUITE 410W
C/O JR DAVIS
BOCA RATON, FL 33431

Cust PO#: 30" HDPE

Job Name: 2225 CROSS PRAIRIE OFFSIT

Item	Description	Quantity	Net Price	UM	Total
	=====				
	30" DR11 TO BE ADDED				

SP-PED11GN3050	30X50 DIPS SDR11 HDPE PIPE GREEN	1400	11599.000	C	162386.00
	SUBTOTAL				162386.00
	=====				
	30" DR17 TO BE DEDUCTED				

PED17A3050	30X50 DIPS DR17 HDPE PIPE	1300	9859.000	C	128167.00
	SUBTOTAL				0.00
	=====				
					-128167.00
Net Total:					\$34219.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$34219.00



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EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2025**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2025**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
ASSETS						
Cash	\$ 768,116	\$ -	\$ -	\$ -	\$ -	\$ 768,116
Investments						
Revenue	-	1,102,565	249,026	-	-	1,351,591
Reserve	-	556,290	1,937,287	-	-	2,493,577
Prepayment	-	-	22,751	-	-	22,751
Construction	-	-	-	-	142,470	142,470
Construction - E2	-	-	-	-	35	35
Construction - E5	-	-	-	-	10	10
Construction - E6N	-	-	-	-	11	11
Cost of issuance	-	11,122	-	-	-	11,122
Undeposited funds	89,964	-	-	-	-	89,964
Due from Landowner	510,764	-	-	-	-	510,764
Due from general fund	-	11,047	-	-	-	11,047
Due from DSF 2022	5,725	-	-	-	-	5,725
Due from SRF	25,782	-	-	-	-	25,782
Due from other	4	-	-	-	-	4
Utility deposit	240	-	-	-	-	240
Total assets	<u>\$1,400,595</u>	<u>\$1,681,024</u>	<u>\$2,209,064</u>	<u>\$ -</u>	<u>\$ 142,526</u>	<u>\$ 5,433,209</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 12,025	\$ -	\$ -	\$ -	\$ -	\$ 12,025
Contracts payable	-	-	-	-	474,795	474,795
Retainage payable	-	-	-	-	615,814	615,814
Due to general fund	-	-	5,725	-	-	5,725
Due to debt service fund 2021	11,047	-	-	-	-	11,047
Tax payable	30	-	-	-	-	30
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>44,102</u>	<u>-</u>	<u>5,725</u>	<u>-</u>	<u>1,090,609</u>	<u>1,140,436</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	510,764	-	-	-	-	510,764
Unearned revenue	89,964	-	-	-	-	89,964
Total deferred inflows of resources	<u>600,728</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>600,728</u>
Fund balances:						
Restricted for:						
Debt service	-	1,681,024	2,203,339	-	-	3,884,363
Capital projects	-	-	-	-	(948,083)	(948,083)
Unassigned	755,765	-	-	-	-	755,765
Total fund balances	<u>755,765</u>	<u>1,681,024</u>	<u>2,203,339</u>	<u>-</u>	<u>(948,083)</u>	<u>3,692,045</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,400,595</u>	<u>\$1,681,024</u>	<u>\$2,209,064</u>	<u>\$ -</u>	<u>\$ 142,526</u>	<u>\$ 5,433,209</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 3,755	\$ 365,021	\$ 373,787	98%
Assessment levy: off-roll	-	-	1,103,811	0%
Lot closings	-	82,282	-	N/A
Total revenues	<u>3,755</u>	<u>447,303</u>	<u>1,477,598</u>	30%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	16,000	48,000	33%
Legal	-	10,161	50,000	20%
Engineering	-	10,238	7,500	137%
Audit	2,500	2,500	6,500	38%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	667	2,000	33%
Trustee 2021	-	-	5,725	0%
Trustee 2022	-	-	5,725	0%
DSF accounting & assessment rolls - Series 2021	458	1,833	5,500	33%
DSF accounting & assessment rolls - Series 2022	458	1,833	5,500	33%
Telephone	17	67	200	34%
Postage	11	210	500	42%
Printing & binding	42	167	500	33%
Legal advertising	-	545	6,500	8%
Annual special district fee	-	175	175	100%
Insurance	-	6,016	5,750	105%
Contingencies/bank charges	-	96	500	19%
Supervisor's Fees	200	200	-	N/A
FICA	15	15	-	N/A
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>7,868</u>	<u>51,428</u>	<u>152,990</u>	34%
Field operations				
Field operations management	1,458	5,833	75,000	8%
Accounting	-	-	2,500	0%
Stormwater management				
Lake maintenance	18,408	20,505	19,524	105%
Streetlighting	9,173	13,481	107,296	13%
Repairs & maintenance	-	-	82,863	0%
Electricity	616	1,138	3,900	29%
Landscape maint.				
Maintenance contract	26,276	77,861	402,820	19%
Plant replacement	-	-	40,282	0%
Landscape contingency	-	-	40,282	0%
Irrigation	-	12,147	234,115	5%
Trash services	396	924	10,000	9%
Total field operations	<u>56,327</u>	<u>131,889</u>	<u>1,018,582</u>	13%
Other fees & charges				
Tax collector	69	7,294	7,787	94%
Total other fees & charges	<u>69</u>	<u>7,294</u>	<u>7,787</u>	94%
Total expenditures	<u>64,264</u>	<u>190,611</u>	<u>1,179,359</u>	16%
Excess/(deficiency) of revenues over/(under) expenditures	(60,509)	256,692	298,239	
Fund balances - beginning	816,274	499,073	14,675	
Unassigned	755,765	755,765	312,914	
Fund balances - ending	<u>\$ 755,765</u>	<u>\$ 755,765</u>	<u>\$ 312,914</u>	

** These items will be realized the year after the issuance of bonds.

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 11,254	\$ 1,093,897	\$ 1,119,962	98%
Interest	2,226	11,072	-	N/A
Total revenues	<u>13,480</u>	<u>1,104,969</u>	<u>1,119,962</u>	99%
EXPENDITURES				
Debt Service				
Principal	-	-	430,000	0%
Interest	-	343,665	687,330	50%
Total debt service	<u>-</u>	<u>343,665</u>	<u>1,117,330</u>	31%
Other fees & charges				
Tax collector	207	21,859	23,333	94%
Total other fees and charges	<u>207</u>	<u>21,859</u>	<u>23,333</u>	94%
Total expenditures	<u>207</u>	<u>365,524</u>	<u>1,140,663</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	13,273	739,445	(20,701)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(1,972)</u>	<u>(8,228)</u>	-	N/A
Total other financing sources	<u>(1,972)</u>	<u>(8,228)</u>	-	N/A
Net change in fund balances	11,301	731,217	(20,701)	
Fund balances - beginning	1,669,723	949,807	931,386	
Fund balances - ending	<u>\$ 1,681,024</u>	<u>\$ 1,681,024</u>	<u>\$ 910,685</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,930,402	0%
Lot closings	-	228,634	-	N/A
Interest	7,801	31,804	-	N/A
Total revenues	<u>7,801</u>	<u>260,438</u>	<u>1,930,402</u>	13%
EXPENDITURES				
Debt service				
Principal	-	-	675,000	0%
Principal prepayment	-	25,000	-	N/A
Interest	-	627,344	1,255,656	50%
Total debt service	<u>-</u>	<u>652,344</u>	<u>1,930,656</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	7,801	(391,906)	(254)	
Fund balances - beginning	<u>2,195,538</u>	<u>2,595,245</u>	<u>2,561,050</u>	
Fund balances - ending	<u>\$ 2,203,339</u>	<u>\$ 2,203,339</u>	<u>\$ 2,560,796</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021 FOR
THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 342	\$ 1,055
Total revenues	<u>342</u>	<u>1,055</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	342	1,055
OTHER FINANCING SOURCES/(USES)		
Transfer in	1,972	8,227
Transfer out	<u>(70,568)</u>	<u>(70,568)</u>
Total other financing sources/(uses)	<u>(68,596)</u>	<u>(62,341)</u>
Net change in fund balances	(68,254)	(61,286)
Fund balances - beginning	<u>68,254</u>	<u>61,286</u>
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022 FOR
THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 70,817	\$ 70,817
Interest & miscellaneous	247	13,054
Total revenues	<u>71,064</u>	<u>83,871</u>
EXPENDITURES		
Construction costs - project infrastructure	<u>424,358</u>	<u>1,013,394</u>
Total expenditures	<u>424,358</u>	<u>1,013,394</u>
Excess/(deficiency) of revenues over/(under) expenditures	(353,294)	(929,523)
OTHER FINANCING SOURCES/(USES)		
Transfer in	70,568	320,569
Transfer out	-	(250,000)
Total other financing sources/(uses)	<u>70,568</u>	<u>70,569</u>
Fund balances - beginning	(665,357)	(89,129)
Fund balances - ending	<u>\$ (948,083)</u>	<u>\$ (948,083)</u>

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Edgewater East Community Development District held a Regular Meeting on February 6, 2025 at 9:30 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

Present were:

Kevin Mays	Vice Chair
Kevin Kramer	Assistant Secretary
Jody Pino	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Mike Eckert	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Shawn Hindle (via telephone)	District Engineer
Cameron Hindle	Hanson, Walter & Associates, Inc.
Eric Lavoie	BTI Partners
Mike Osborn	BTI Partners
Dave D'Ambrosio	BTI Partners
Jason Torres	JR Davis
Mike Spain	JR Davis
Gustavo Mendes	JR Davis

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:34 a.m.

Supervisors Kramer, Mays and Pino were present. Supervisors Breakstone and Onorato were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS**Evaluation of Proposals for Cross Prairie
Parkway ED6S Framework Roadway, Phase
2 Civil Site Work**

Mr. Eckert distributed the score sheet included in the agenda package and presented the scores for the "PRICE" category, as calculated according to the mathematical formula. He presented the scores for the "SCHEDULE" category, noting that a correction was necessary for Hughes, as they used business days rather than calendar days, and for Jr. Davis, who projected final completion rather than substantial completion. MJC Land Development (MJC) refused to provide some of the information requested and advised that the information will be provided if they are awarded the contract.

Mr. Shawn Hindle stated the bid numbers were without errors. The Jon M. Hall (JMH) bid included some clarifications to the numbers and stipulated that the cost of fuel and asphalt utilized an assumption that is subject to change.

Discussion ensued regarding the MJC base bid's assumption that they would get the dirt from Edgewater North or Whaley Lane, which are both awarded contracts. Mr. Kramer stated that he is not aware of any such Agreement; the bid provides for an increase from \$400,000 to \$600,000 if the dirt is not provided.

Mr. Shawn Hindle stated that, due to inconsistencies between the Bid Alternate submissions and because Jr. Davis did not submit a Bid Alternate, only the Base Bid was evaluated. Jr. Davis was the lowest bidder, SCD was second lowest, MJC was third lowest, JMH was fourth lowest and Hughes Bros. was the fifth lowest. The Bid Alternate work uses the City Park Road pond on the CDD's property as a dirt source, with dirt to be brought down across Cross Prairie Parkway.

The consensus was that the Bid Alternates will be taken into consideration and will be incorporated into the Price Reasonableness.

The Board considered the remaining responses and completed the Evaluation Criteria Matrix.

Mr. Torres tabulated the scores and noted the scores and ranking, as follows:

#1	Jr. Davis Co.	99.88 points
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70	#2	SDC	94.35 points
71	#3	Hughes Bros.	90.47 points
72	#4	Jon M. Hall	89.36 points
73	#5	MJC Land Development	85.70 points

74

75 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,**
76 **ranking Junior Davis Co. as the #1 ranked respondent to the RFP for Cross**
77 **Prairie Parkway ED6S Framework Roadway, Phase 2 Civil Site Work, awarding**
78 **the contract to Junior Davis Co., authorizing District Staff to negotiate an**
79 **agreement and finalize a contract, and authorizing the Chair or Vice Chair to**
80 **execute, was approved.**

81

82

83 **FOURTH ORDER OF BUSINESS**

**Consideration of Doody Calls Proposal for
Full-Service Pet Waste Station Service and
Installation Program**

86

87 Mr. Torres presented the Doody Calls Proposal for Full-Service Pet Waste Station Service
88 and Installation Program. This expense is included in the budget.

89

90 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
91 **Doody Calls Proposal for Full-Service Pet Waste Station Service and Installation**
92 **Program, for Bi-Weekly Service with 21 waste removals, at a weekly cost of**
93 **\$238, was approved.**

94

95

96 **FIFTH ORDER OF BUSINESS**

**Consideration of Down To Earth Work
Authorization Number 1 for Additional
Services for Landscape and Irrigation
Maintenance Services, Cross Prairie
Parkway**

100

101

102 Mr. Torres presented Down To Earth Work Authorization Number 1 for Additional
103 Services for Landscape and Irrigation Maintenance Services for Cross Prairie Parkway.

104

105 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Down**
106 **To Earth Work Authorization Number 1 for Additional Services for Landscape**

and Irrigation Maintenance Services, Cross Prairie Parkway, in a not-to-exceed amount of \$6,049 per month, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Special Warranty Deed
[Clay Whaley Road Extension]**

Mr. Eckert presented the Special Warranty Deed for a portion of Clay Whaley Road, which will be deeded from the Developer to the CDD. The CDD will then transfer the nondevelopable land to the City.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, authorizing the acceptance and recording of the Special Warranty Deed for the Clay Whaley Road Extension, was approved.

SEVENTH ORDER OF BUSINESS**Consent Agenda**

- A. Acceptance of Unaudited Financial Statements as of December 31, 2024
- B. Approval of January 9, 2025 Regular Meeting Minutes

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Consent Agenda items, as presented, were ratified, accepted and/or approved.

EIGHTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel: Kutak Rock LLP

Mr. Eckert stated that he and the District Engineer are working to finalize the Cross Prairie North contract, to be sent to Jr. Davis for review.

Mr. Eckert will keep the Board informed about the upcoming financing related to Assessment Area Three. When the Offering Document is completed and approved, it will be mailed; after which, pricing will be expected within one to two weeks. He expects bonds to be issued by May 1, 2025.

- B. District Engineer: Hanson, Walter & Associates, Inc.

There was no report.

C. Field Operations: Wrathell, Hunt and Associates, LLC

Mr. Torres presented the January Field Operations Status Report.

D. District Manager: Wrathell, Hunt and Associates, LLC

➤ **NEXT MEETING DATE: March 6, 2025 at 9:00 AM [Public Hearing and Regular Meeting – Force Main Fee]**

○ **QUORUM CHECK**

Mr. Torres stated the next meeting will be held on March 6, 2025. He expects that the proposed Fiscal Year 2026 budget to be presented at the June 5, 2025 meeting and adopted at the August 7, 2025 meeting. A formal Request for Proposals (RFP) for landscaping services will likely be necessary.

NINTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

ELEVENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Kramer and seconded by Ms. Pino, with all in favor, the meeting adjourned at 10:04 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS



Wrathell, Hunt and Associates, LLC

TO: Edgewater East Board of Supervisors
FROM: Antonio D. Shaw – Operations Manager
DATE: February 27, 2025
SUBJECT: Status Report – Field Operations

LANDSCAPING:

- **Down 2 Earth**

1. Conducted walk with Luis Acosta (branch manager with D2E who replaced Kehana Burnett) on February 25th. Went over expectations and reiterated service items they are to perform ie trash/sign removal, ant piles and dead plant material removal.
2. The same palm tree that was ran into previously had another vehicle hit it. Upon inspection there was a bucket full of empty beer cans and tire skid marks in the area like they are meeting in the field. I haven't heard any complaints in regards to this however would be something to monitor forward. Will need resident complaints to increase police activity in the area.

- **Ponds**

1. The die off from the swale being treated is very noticeable at this point. I have instructed D2E to provide me a quote to clean up the dead plant material out of the swale. I plan to have this done in March.

MISC. FIELD OPERATION UPDATES

- Phil Salazar, Development Manager with Jones Homes presented an easement agreement for Tract A that was presented to M. Eckert on January 14, 2025. Still unclear which direction the board desires to go with this. There are over 20 dead trees in this area and broken irrigation lines.
- Management recommends going to weekly service for the dog stations based on vendor reports of activity. Attached is the proposal to add weekly service for the dog and waste stations. The annual cost is \$10,080 against a \$10,000 budget annually. We are 4 months into the fiscal and have spent \$2,380 on this service so starting on March 1 it would bring the budget under for the year as it stands. I would need to understand what may/may not be added in the future however I recommend increasing this service.

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2024	Regular Meeting	9:00 AM
November 7, 2024	Landowners' Meeting	9:00 AM
November 7, 2024	Regular Meeting	9:00 AM
December 5, 2024	Regular Meeting	9:00 AM
January 9, 2025*	Regular Meeting <i>adoption of Delegation Resolution</i>	9:00 AM
January 13, 2025 CANCELED	Continued Regular Meeting	9:00 AM
January 22, 2025	Special Public Meeting: Bid Opening <i>RFP Cross Prairie Parkway South Framework Roadway, Phase 2 Civil Site Work</i>	11:00 AM
January 23, 2025 CANCELED	Special Meeting <i>adoption of Final Assessment Resolution</i>	9:00 AM
February 6, 2025	Regular Meeting	9:30 AM
March 6, 2025	Public Hearing and Regular Meeting <i>adoption of Force Main Fee</i>	9:00 AM
April 3, 2025	Regular Meeting	9:00 AM
May 1, 2025	Regular Meeting	9:00 AM
June 5, 2025	Regular Meeting	9:00 AM
July 3, 2025	Regular Meeting	9:00 AM
August 7, 2025	Regular Meeting	9:00 AM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
September 4, 2025	Regular Meeting	9:00 AM

Exception

**January meeting date is one (1) week later to accommodate New Year’s Day.*